



GARDEN GROVE UNIFIED SCHOOL DISTRICT

Request for Proposal No. 1711
FROZEN, REFRIGERATED, PROCESSED
COMMODITY, DRY GOODS AND SERVICES
For Food Services

BID DUE: June 26, 2018, 11:00 a.m.

GARDEN GROVE UNIFIED SCHOOL DISTRICT
10331 Stanford Avenue, Garden Grove, CA 92840

Request For Proposal NO. 1711
FROZEN, REFRIGERATED, PROCESSED COMMODITY, DRY GOODS,
AND SERVICES
TABLE OF CONTENTS

- I. Notice Calling for Proposal
- II. RFP Objective
- III. Instructions For Bidders
- IV. Delivery Sites
- V. Bid Specification and Requirements
- VI. Bid Form and Agreement
- VII. Evaluation and Award
- VIII. Worksheets
- IX. Forms to be returned with the RFP:
 - Bid Form and Agreement
 - Proposal Worksheet
 - References
 - Pricing Sheets
 - Signature Page
 - Non collusion Declaration
 - Information Required of Bidder
 - Suspension and Debarment Certification Statement
 - Disclosure of Lobbying Activities
 - Buy American Waiver
 - Iran Contracting Act
 - Issued Addenda/Amendments
- X. Information Required Prior to Intent to Award:
 - Certification by Contractor Criminal Records check
 - Conflict of Interest
 - Drug Free Workplace Certification
 - Tobacco Use Policy
 - Workman’s Compensation Certificate
 - Certificate of Liability Insurance
 - W9
 - Product Recall Program
 - Disaster Contingency Plan
 - Food Security and Safety Program

**Garden Grove Unified School District
13301 Stanford Avenue
Garden Grove, CA**

**NOTICE CALLING FOR PROPOSAL
RFP No. 1711**

NOTICE IS HEREBY GIVEN that the Board of Education of the Garden Grove Unified School District, jointly WITH EIGHT (8) SCHOOL DISTRICTS is requesting proposal for **FROZEN, REFRIGERATED, PROCESSED COMMODITY, DRY GOODS, AND SERVICES**. Proposal will be applicable to the school districts name below, hereinafter referred to as “The Districts”.

School District Participants:

- 1. Garden Grove Unified School District**
- 2. El Rancho Unified School District**
- 3. El Segundo Unified School District**
- 4. Fountain Valley School District**
- 5. Hacienda La Puente Unified School District**
- 6. Huntington Beach City School District**
- 7. Huntington Beach Union High School District**
- 8. Los Alamitos Unified School District**

Proposal must be delivered in sealed envelopes marked “Request For Proposal” No. 1711 to the Purchasing Department 4th Floor, 10331 Stanford Avenue, Garden Grove CA 92840, up to, but no later than, 11:00 a.m. on June 26, 2018. All proposal must be submitted on forms furnished by the District.

The Board of Education of the Garden Grove Unified School District, on behalf of the “Districts” reserves the right to accept or reject any and all proposal or parts thereof, to be the sole judge as to the merits and qualifications of all proposal, to waive any informality in a proposal, not necessarily accept the lowest proposal of any offered if it is in the best interest of the Districts. Specifications, service, delivery, and quality may be considered in making selections.

Courier Deliveries

It is each bidder’s sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposal shall be returned to the bidder unopened. The Garden Grove Unified School District is not responsible for proposal sent via U.S. Mail, UPS, and Federal Express or by any other delivery service. All proposal are due in the Purchasing Department by the posted or advertised closing date and time. It is the bidders’ responsibility to ensure that their proposal is delivered to the Purchasing Department located on the fourth floor, 10331 Stanford Avenue, Garden Grove CA 92840.

Garden Grove Unified School District, on behalf of The Districts reserve the right to reject any or all proposal, to waive any discrepancy or technicality, and to award the contract for goods or

services to other than the lowest proposal. The award of contract, if made by The Districts, will be to the qualified firm whose bid best complies with all the requirements set forth in the proposal documents and whose proposal, in the opinion of the District while complying with all legal requirements, is in the best interest of the member districts in the purchasing group, taking into consideration all aspects of the contractor's response, including the total net cost.

Bidder request(s) for information/clarification: All requests for information and/or clarification regarding the Proposal documents shall be submitted in writing via e-mail to Tammy Starr at tstarr@ggusd.us. All requests must be submitted no later than 10:00 a.m. on June 15, 2018. Any requests made after such date shall not be addressed.

A highly recommended pre-bid conference will be held on June 13, 2018 at 10 a.m., in the Food Service Conference Room at Garden Grove Unified School District, 10331 Stanford Avenue, Garden Grove, California 92840.

Each RFP must conform and be responsive to the contents of the bid documents. There will be no charge to obtain a RFP package. No partial sets will be available. To obtain a RFP package, please go the District's website. If you have any question regarding this RFP, please contact Tammy Starr at (714)663-6133, or **via e-mail to tstarr@ggusd.us**. Each RFP must conform and be responsive to all documents. No RFP may be withdrawn for sixty (60) days.

II. RFP OBJECTIVE

The Districts are seeking proposal from qualified companies to procure and deliver high quality frozen, refrigerated, processed commodity, dry goods and services at the best possible price. The bidder must have the capability to upload usage data into K12 and ProcessorLink or otherwise provide an audit trail for commodity tracking. Successful vendors under this Proposal must complete a Memorandum of Understanding (MOU) for Distribution Services for Delivery of USDA Foods End Products for Super Co-Op Member Districts and State Co-Op Districts in the State of California. The vendor agrees to fulfill all provisions of that MOU.

Quantities represent the estimated usage during a twelve-month period. The Districts reserve the right to purchase more or less of the units specified.

This RFP defines the program, the products, and the services that are being sought from the Vendor and generally outlines the program requirements. Products and/or services considered for award shall equal or exceed a minimum quality level of industry standards as defined within this RFP, and shall comply with all applicable federal, state, and local technical, environmental, and performance standards and specifications.

Annual expenditures for frozen, refrigerated, processed commodity, dry goods and services using this RFP are anticipated to be \$11,876,350 annually. Actual expenditures will vary of availability of funds and Districts needs. No guarantee can be given that this total will be reached nor that it will not be exceeded.

The districts represent Eight (8) school districts serving more than 87,725 meals daily and 15,790,500 meals annually. Garden Grove Unified School District, Food Services Department is the lead agency for this proposal and will respond to any questions and requests for information.

The overall objective of this Notice Calling For Request for Proposal is to allow vendors the opportunity to bid a manufacturer price (excluding those items- commodity and commercial awarded by the Santa Clarita Valley School Food Services Agency: RFP no. 1801 for Processed USDA Food and Commercial Equivalents for Super Co-Op Member Districts)for frozen, refrigerated, processed commodity, dry goods and a delivery fee required to ensure that students are receiving the highest quality product at the best price. The award of the contract will be by action of the Districts' Board of Trustees to the most responsible and responsive bidder. The Districts want to partner with a single frozen, refrigerated, processed commodity and dry goods vendor that will provide competitive pricing and excellent customer service, but has the option to divide the RFP by categories and award to more than one bidder if it is in the best interest of the Districts.

SCOPE OF SERVICES

The selected vendor or vendors will partner with The Districts over the term of the contract resulting from this RFP to procure and deliver frozen, refrigerated, processed USDA Commodity and/or commercial food products to sites designated within the member districts. The Districts are comprised of the following school districts:

1. Garden Grove Unified School District
2. El Rancho Unified School District
3. El Segundo Unified School District
4. Fountain Valley School District
5. Hacienda La Puente Unified School District
6. Huntington Beach City School District
7. Huntington Beach Union High School District
8. Los Alamitos Unified School District

This RFP will be awarded based on categories to the most responsive proposal and responsible vendor / vendors meeting all the terms and specifications of the proposal documents to be in the best interest of the district.

The Districts reserve the right to award to one or more vendors by category if it is in the best interest of the Districts.

III. INSTRUCTIONS FOR BIDDERS

WARNING: READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICTS.

The submission of a proposal shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Instructions for Bidders.

Districts are used in these documents to mean the Board of Trustees of the Garden Grove Unified School Districts and the area under the Board's jurisdiction.

PREPARATION OF BID FORMS. Districts invite sealed proposal on the form attached to be submitted at the time and place stated in the Notice Calling For Proposal. Proposal must be submitted on the prescribed Bid Forms, completed in full. All bid items and statements must be properly filled out. Numbers will be stated both in words and in figures where so indicated, and where there is a conflict between the words and the figures, the words will govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes will be noted over by the signature/initials of the bidder.

FORM AND DELIVERY OF PROPOSAL. The RFP shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to:

Garden Grove Unified School Districts
Purchasing Department 4TH Floor
10331 Stanford Avenue
Garden Grove, CA. 92840-6353

and received at that office on or before June 26, 2018, and shall be marked on outside lower left corner with bid number. The Bidder's name shall also appear on the outside of the envelope. It is the Bidder's sole responsibility to ensure that their bid is received prior to the scheduled closing time for receipt of proposal. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of proposal shall be returned to the bidder unopened. At the time set forth in the Notice Calling For Proposal for the opening of proposal, the sealed proposal will be opened at the Districts office.

Districts' record of receipt will be presumptive evidence of delivery.

No bidder may withdraw any bid for a period of 60 (sixty) calendar days after the date set for the opening of this bid. Districts reserve the right to reject any or all proposal or waive any irregularities or informalities in any proposal or in the bidding.

One (1) copy of the Bid Form must be submitted with the bid to the Garden Grove Purchasing Department.

Be sure that your company name appears on each page of all required documents and forms.

At bidder's own expense and prior to submitting bid, each bidder shall examine the Contract Documents; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the Bid, and determine the character, qualities and quantities specified. The submission of a Bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Instructions for Bidders.

NAME AND NATURE OF BIDDER'S LEGAL ENTITY. Bidder shall specify in the bid the name and nature of its legal entity and any fictitious name(s) under which it does any business. An authorized officer or person shall sign the bid under the correct firm name.

The successful bidder may be required to furnish a letter of organization listing the firm's members, officers of corporation, and those persons authorized to sign legal documents. Should a change be contemplated in the name or nature of bidder's legal entity, bidder shall immediately notify Districts' Purchasing Department in order to ensure proper steps to be taken to have the change(s) reflected on the contract or purchase order.

MODIFICATIONS. Changes in or additions to the Bid Form, recapitulations of the item(s) bid upon, alternative proposal, or any other modification of the Bid Form or other Districts documents in this bid which is not specifically called for in the contract documents may result in Districts' rejection of the bid as not being responsive to the Notice Calling For Proposal. No oral or telephonic modification of any bid submitted will be considered.

ERASURES, INCONSISTENT OR ILLEGIBLE PROPOSAL. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures/initials of the person or persons signing the bid. Correction of any such errors shall be made prior to the bid opening only. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that Districts determine that any bid is unintelligible, inconsistent or ambiguous, Districts may reject such bid as not being responsive to the Notice Calling For Proposal. Verify your bid before submission, as it cannot be corrected after the bid opening.

QUESTIONS FROM VENDORS/ INTERPRETATION OF PROPOSAL DOCUMENTS: If any prospective bidder is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies, or omissions relating to the specifications, a written request for an interpretation or correction thereof may be submitted to Districts in writing no later than June 15, 2018 by 10:00 a.m. The bidder submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued by Districts, and a copy of such addendum will be provided to each prospective bidder registered under this bid.

ADDENDA/CLARIFICATIONS: Answers to questions will be issued in writing as part of an addendum and posted on the District website by June 19, 2018 by 5:00 p.m. It shall be the responsibility of the Vendor to check the website prior to submittal of documents for any addenda issued by the Districts. All addenda issued shall become part of the bid.

AMENDMENT. Bidders are advised that the Districts reserve the right to amend the requirements of this Notice Calling For Proposal prior to the date set for opening of proposal. Such revisions will be done formally by posting amendments to all bidders known to have received a copy of the Notice Calling for Proposal. If in the judgment of the Districts, the change is of such nature that additional time is required for bidders to prepare their proposal; the Districts will change the date of the bid opening and notify all bidders in writing of the new date. Bidders must acknowledge receipt of amendments to this bid. This may be done by printing, initialing, and including all issued amendments and addendum with bid packet.

INTERPRETATION OF DOCUMENTS

No person is authorized to make any oral interpretation of any provision in the contract documents, nor shall any oral communication be binding on Districts.

In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Addenda
2. Bid Specification and Requirements
3. Bid Form and Agreement
4. Notice Calling for Proposal
5. Instructions to Bidders

AWARD OF CONTRACTS. Districts reserve the right to reject any or all proposals, or to waive any irregularities or informalities in any proposal or in the bidding. If two identical low proposal are received from responsible bidders, Districts will determine which bid will be accepted pursuant to Public Contract Code Section 20117. The award of the contract will be by action of Districts' Board of Trustees to the most responsible and responsive bidder, whatever is best for The Districts. The most responsible and responsive bidder will be determined by the lowest manufacturer costs, tier pricing, delivery costs and other factors (See Section VII Evaluation and Award). In the event an award is made to a bidder and such bidder fails or refuses to execute the contract and provide any required documents within ten (10) days after notification of the award of the contract to bidder, Districts may award the contract to the next most responsible and responsive bidder until the most responsive, responsible bidder accepts or releases all bidders.

In addition to other factors, proposal will be evaluated on the basis of advantages or disadvantages to Districts, including, but not limited to, discounts.

Districts do **NOT** guarantee that all items shown on this bid will be purchased. The right is reserved to purchase additional quantities at the bid prices during the period this bid is in force. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the Districts. Districts reserve the right to award contract to more than one bidder if it is deemed in the best interest of the Districts.

Any awards resulting from this RFP is non-exclusive. The Districts reserve the right to make no awards or award one or more categories, in part or in whole, to a single Vendor or to multiple Vendors.

PRICING. Contract prices awarded as a result of this bid shall remain firm for the contract period. Prices proposed for all items will be for the initial period of July 18, 2018 through August 31, 2019. Bidder certifies that prices are the lowest offered any comparable customer and Districts will be given the benefit of any lower prices or price decreases during the term of the contract. Districts have the right to negotiate lower prices directly with manufactures. Bidder is to give Districts immediate advantage of such decrease, and inform Districts in writing of the decrease.

Pricing for distribution shall be offered in two categories:

1. Processed USDA Foods end products and commercial equivalents, and
2. Additional commercial food products (frozen, refrigerated, and dry goods).

Prices must be stated for the unit items specified hereon and prices Districts will be charged. Indicate if prices are FOB Vendor or FOB Manufacturer. No additional charges other than agreed upon delivery fee will be allowed. Bid on each item separately. Errors in price computations do not relieve the bidder from holding price. Veracity of prices submitted is the sole responsibility of the bidder. No increase to prices will be allowed during the term of this contract.

1. **Processed USDA Foods End Products and Commercial Equivalents:**
Vendors shall utilize manufacturer pricing for USDA Foods end products from the following solicitation documents released and awarded by the Santa Clarita Valley School Food Services Agency: RFP No. 1801 for Processed USDA Foods Products and Commercial Equivalents (Market Basket) For Super Co-Op Member Districts, released January 24, 2018, and awarded March 22, 2018. Results of RFP No. 1801 can be found at www.super-coop.org by selecting "RFP 2018-19." This pricing must be extended to all Districts included in this RFP.

For RFP No. 1801, new products and price decreases will be considered mid-year using an Amendment, published in approximately December 2018 for manufacturer pricing January 1 – June 30, 2019. Successful bidders on this Proposal should be aware of this and are responsible to locate the results of the amendment and offer such pricing to the District as part of this Proposal.

Quote delivery cost and information requested for these items on the provided worksheets.

2. **Commercial Food Products – Frozen, Refrigerated, and dry goods:**
Additional commercial food products should be quoted as specified on the Proposal Worksheet. Quote manufacture cost to distributor and delivery cost to District using matrix, Section VIII, Worksheet. Equal products may be quoted that meet the same specifications as those listed. Districts will make the final determination if the substitution meets the Districts needs
3. **Additional Items:** Additional items may be added to this Proposal, not to exceed 10% of the value of the award. The Districts shall contact the successful vendor or vendors for pricing on additional items to be added to the Proposal award at any time during the bid period. Pricing must be at cost to Distributor. Districts have the

right to audit pricing on all new items.

BRAND NAME AND MODEL. If the bidder does not indicate a specific brand name and model, it shall be understood that the bidder is quoting the exact brand name and model called out by the proposal. Should any item for which proposal are requested be patented, or otherwise protected or designated by the particular name/make of the manufacturer, and the bidder desires to bid on an item of equal character and quality, the bidder may offer such substitute items by clearly indicating that such substitution is intended and specifying the brand name.

ALTERNATE, GENERIC BRANDS. Under Brand Name column, where “Any” is stated or if proposing an alternate or a generic product equal to the brand specified, quote the brand you carry in the Alternate Brand Name column and complete the information requested in the Alternate Brand Product Code, Case Pack and Unit Size, and the Bid Unit Price Columns. Specifications and nutrient analysis for alternate brands quoted must be provided to the Lead District upon Request within 48 hours. Alternate pack sizes may be accepted when pack size specified is not available. If quoting alternate pack size, indicate new pack size under case pack. Some specific brands and specifications shown have been established by the Districts’ Food Services Department based on the Department’s research and expertise, popularity of the food item, and/or brand name recognition; therefore, alternates may not be considered in circumstances where the menu, recipes, or sales may be affected. The Districts’ Directors will be the sole judge as to whether such alternate products are, in fact, equal to the specifications set forth herein and whether such deviations are acceptable to the Districts.

SUBSTITUTIONS: Substitutions quoted will be accepted only if The Districts determine them to be equal in all respects to that specified in the bid. If The Districts request samples in order to make the determination on whether the substitution is as equal, the samples shall be submitted in accordance with the following “Samples” Paragraph.

SAMPLES. Any samples requested by The Districts shall be furnished at no cost to the Districts and, if requested by the Districts in the bid specifications, shall be submitted prior to the bid award. The Districts reserve the right to reject the bid as non-responsive when any bidder fails to submit the requested samples. Samples from bidders who are awarded the contract may be retained for comparison with deliveries.

NO BID. Any item not included in bid price is to be noted on Bid Form and Agreement as “No Bid.”

APPLICABLE “BUY AMERICAN” PROVISIONS. Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the “Buy American” provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, bidders offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically or pricing is significantly higher, in which case other countries of origin may be considered or purchased. Awarded bidder will be required to provide information on products origin.

Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program (SP-24-2016) (7 CFR 210.21(D)). Any products bid that are not produced or processed in the US must be listed on Section VIII Worksheet.

DELIVERY After receiving written notification of award, the successful Vendor shall be required to commence with the delivery of all items, which have been awarded within fourteen (14) calendar days after receipt of a participating district purchase order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this proposal.

All orders placed under this agreement will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

COMPETENCY OF BIDDER. In selecting the most responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the bid. By submitting a RFP, each bidder agrees that the Districts, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience, facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors, which could affect the bidder's performance of the work. To this end, each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled "Information Required of Bidder".

PROPOSAL VALIDITY. Proposal are to be valid and in force for 60 days after bid opening.

PUBLIC INFORMATION. All materials received by the Districts in response to this Notice Calling For Proposal shall be made available to the public. If any part of a bidder's materials is proprietary or confidential, the bidder must identify and so state. Any bidder information used to aid in bid selection must not be restricted from the public if not identified as proprietary or confidential.

PROPOSAL COST. The Districts will **not** pay the bidder or agents for any costs incurred by the bidder in the preparation, presentation, demonstration or negotiation of this bid.

RENEWAL OPTION. Bid renewal is subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 17596 and 81644, and may be extended (by mutual consent expressed in writing) for two (2) additional fiscal school years providing that the following conditions are being met:

1. The Districts has deemed the products and services of the vendor satisfactory.
2. The Vendor shall submit a list of the price increases for the time period July 1 to August 31 by the last business day in April. Price increase must not exceed the Los Angeles Area Consumer Price Index for the month of each year (annual average) using the Special Aggregate Index Category of "All Items Less Shelter" under the "All Urban Consumers" Column. Manufacturer prices must not exceed a maximum of 5% increase. District has

the right to request verification and accept/reject manufactures requested increases. Delivery cost to the districts must not exceed Los Angeles Area Consumer Price Index.

DISTRICTS'S RIGHT TO TERMINATE CONTRACT. Failure on the part of the awarded bidder to meet contract requirements shall be cause for cancellation of the contract. Either part may cancel the contract upon thirty (30) day written notice to the other party prior to the end of the contract term. The Districts reserve the right to discontinue service upon 24-hours' notice for due cause which shall include such reasons as unsatisfactory product or service. The Districts reserve the right to discontinue service of all or any portion of any contract resulting from this Notice Calling For Bid for any reason determined by the Districts to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the bidder in default.

Failure to furnish all items included in the contract shall constitute unsatisfactory service.

DAMAGES. Districts shall hold the successful bidder liable and responsible for all damages, which may be sustained because of its failure to comply with any conditions herein. If the awarded bidder fails to furnish or deliver any items or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the document in their entirety, the Districts may purchase the items specific herein elsewhere, without notice to the awarded bidder. Additional costs accrued by the Districts through this purchase may be deducted from unpaid invoices or must be paid to the Districts by the awarded bidder. Prices paid by the Districts shall be considered the prevailing market prices at the time such purchase is made.

FORCE MAJEURE. The parties to the contract will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by "Act of God", fire, strike, loss or shortage of transportation, facilities, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party provided that it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

PROPOSAL FORM DIRECTIONS

1. Vendor is to use the Pricing Sheet template provided on the accompanying proposal documents.
 - a. The Pricing Sheet must accompany the completed formal proposal.
 - b. Distributor is to complete requested information on Pricing Sheet.
2. Distributor is to submit all pricing spreadsheet pages, even those without responses.
3. The District reserves the right to reject proposals with multiple items per line item. Vendors submitting proposals with more than one item per line item may be rejected on grounds of non-responsiveness or non-responsibility.

SIGNATURE. The Bid Form, the Agreement, and all contract documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign the bid. If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairperson of the board, president or vice president and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. In the event the bidder is a joint venture or partnership, there shall be submitted with the Bid certifications, signed by authorized officers, of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership, and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the contract resulting there from for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

ORDERING. Bidder will have an active online website accessible to Districts to allow online ordering, access to run velocity reports, access to specification sheets, nutritional specifications, and ability to add on as available at Vendor and delete items from order up to 48 hours prior to delivery. The Districts shall have the ability to look up new items and request new items not included on bid. Bidder to provide order confirmations within one (1) business day of receiving orders. Districts to place orders a minimum of fourteen (14) calendar days prior to delivery date. Bidder shall include detailed ordering instructions in the Evaluation Section of this Bid. Orders will be placed per site according to their needs. See Section IV. Delivery Sites

The Districts as listed in the RFP have embarked on an organizational transformation program with a goal to improving controls, efficiency and saving costs. A critical component of this program is the implementation of technologies to support business-to-business (B2B) transactions between The Districts' Food Services and its trading partners for food distribution logistics and supply chain.

As a consequence of the organizational transformation program, The Districts' Food Services continually recruits, supports and builds relationships with suppliers that have ability and technology framework to support its B2B transactions initiative. Public Agencies' Food Services' major suppliers are required and/or encouraged to have the ability to support B2B transactions.

This current ability maybe taken into consideration in the determination of award for this proposal. Proposers must be able to go-live with the Districts' B2B system within 30-days of the award of a contract.

WARRANTY OF QUALITY: The vendor, manufacturer, or his assigned agent shall guarantee the food products against all defects.

Cases and packaging shall be constructed to ensure safe and sanitary transportation to point of delivery. All packaging material shall be FDA approved to meet all applicable State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Damaged cases or packages may be rejected and returned for credit or immediate replacement at no cost to the District.

All product delivered shall be delivered in fresh form, with adequate shelf life, no less than one (1) month from the expiration date.

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

- Inspect delivery trucks for any signs of contamination.
- Check all expiration and best if used by dates.
- Use thermometers to check temperatures.
- Accept product only at acceptable temperatures.
- Reject unacceptable items.

The Districts reserve the right to discontinue service of any or all portion of any contract resulting from this bid for any reason determined by the Districts to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the contractor in default.

PRODUCT RECALLS: If a product recall is instituted on an item that has been furnished and delivered to the districts, Vendor must immediately notify the Districts' Food Services Department with all pertinent information regarding the recall.

INSPECTION UPON DELIVERY. Items will be carefully and thoroughly inspected upon delivery to insure that the temperature of the product meet the USDA Food Storage Guide requirements. If there is a question as to whether the product is still frozen, at least two (2) cases of product from each pallet will be checked at random for internal temperature.

If deliveries are made during site's meal service time, delivery will not be checked in and invoices will not be signed until staff has completed meal service and has time to inspect and verify quantity and quality of delivery.

Legible duplicate delivery receipt must accompany each delivery and a legible delivery discrepancy receipt shall be left at the site in case of a return or shortage.

DELIVERY OF DAMAGED/UNACCEPTABLE PRODUCTS. Districts reserve the right to refuse complete shipments if there is any evidence of thawed and/or damaged product, product quality failure, including, but not limited to, off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture,. Evidence of thawing include and not limited to cases that are not firm, soft or spongy to the touch, water stained, crushed, and cases that stick together as a result of freezing.

Damaged or dented goods/containers will not be accepted. Inspection and acceptance of all items shall be at the delivery destination. Credit will be required on damaged or unacceptable products. The Vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the Districts' Food Services Accounting Department.

Continued shortages or substitutions will be grounds for termination of this agreement.

SUBSTITUTIONS Any products delivered during the period covered by this proposal shall be only the approved processor's products and code numbers as requested by the Districts unless prior approval has been granted by the Districts to deliver alternate products. No product will be represented as being in conformance with the specification when such is not the case.

If the desired product is absolutely not available for any reason, the Districts shall be notified at least 5 days in advance of the shortage and that Districts shall be given options of a product that is of the same or higher quality at the same unit cost or less. Continued shortages or substitutions will be grounds for termination of this agreement.

If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Bidder shall be required to reimburse the Districts for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the Districts.

KEYS. The successful bidder may be provided gate key(s) for entry into specified school sites. Each district will have an option to issue or not issue keys. If keys are issued, key holders shall immediately report any lost, missing, stolen or damaged keys to Food Services. Key holders shall take measures to protect and safeguard any facility keys issued to them or in their name. Persons entering locked buildings or spaces are responsible for re-securing all doors. In the event that the facility key(s) are lost, stolen or damaged, all replacement key(s), re-keying of locks and any other related charges will be paid by the key holder per incident.

VEHICLE DELIVERY CONDITIONS: All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection. Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures. Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 40 F or lower. Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings. Any product that fails to be delivered within these parameters will be rejected.

FUEL SURCHARGES: Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges should not be permitted during the period of the term of this contract.

DRIVING ON PREMISES. Successful bidder's representatives driving motor vehicles on school Districts grounds will use extreme caution, especially when school is in session. Drivers entering school Districts premises will lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or open, evidence of vandalism, etc. should be reported to the prospective district.

ACCOUNTING, INVOICING, BILLING. Monthly billing by site and consolidated by product is required. Invoices are required to include delivery site, date of delivery, product name, quantity, unit size, and unit price. Duplicate invoice must be signed by the individual receiving the merchandise and left for the site manager/lead. An invoice signed is required in order for the invoice to be processed for payment. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner. Statements for all goods purchased within a calendar month shall be made available on an individual school/site basis. Statements should be sent by the fifth (5th) of the month following the month of purchase to each Districts' Accounting Department.

DELIVERY FEES. The awarded bidder will partner with the Districts over the term of the contract resulting from this bid form and agreement to procure and deliver frozen, refrigerated, processed commodity, dry food and beverage products to the Districts' sites. Bidder must have the capabilities of delivering any and all items on the bid form in the quantities required by the Districts anytime during the contract period. All cost for delivery, drayage, freight, or the packing of said articles are to be borne by the bidder, items are to be delivered F.O.B. to designated location as specified in the purchase order. All deliveries shall be accompanied by duplicate invoice.

Case Delivery fee is to be based on the number of cases of the original order. In case of a vendor shortages or partial deliveries, case delivery fee to Districts shall be based on the number of cases originally ordered providing a 14 calendar day lead time was provided. The total number of cases ordered and the total number of cases delivered is to be clearly stated on the invoice. In order to

decrease the frequency of shortages and back orders, Districts will provide vendors with a 14 calendar day lead time. All back orders must reference original invoice number and be billed at the original case counts.

ORDER CONDITIONS/DELIVERY MINIMUMS: The Districts shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated. The Districts do not guarantee orders in these amounts nor shall orders be limited to these specific figures. This is an indefinite-quantity bid, however the quantities listed are a good faith estimate. Bidders shall not specify minimum or maximum quantities or charges for order types, unless specifically noted on the bid form. Unlimited orders within the term of the contract shall be allowed to the Districts at prices quoted. The estimated quantities listed in the Attachments for the Districts Usage are for the purposes of forecasting and not to be considered a promise to purchase. The provisions of the contract shall in no way prohibit the Districts from making an incidental purchase from another supplier for the same services listed herein.

MODIFICATIONS TO THE CONTRACTED LIST: During the term(s) of a contract awarded under this RFP, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the Districts. Both parties agree that the aggregate value of added purchases during each year of the contract, if renewable, shall not exceed Ten Percent (10%) of the estimated total value of the original contract through a contract amendment, and the total contract value adjusted accordingly. For each contract renewal, the total actual value of the contract in the preceding year and the additions made during the contract term will be the basis for determining the maximum dollar amount not to exceed Ten Percent (10%) of additional goods that will be allowed during the next contract renewal year.

There may be occasions when the Districts need to purchase goods not included in the existing contract. Such purchases will be made by the Districts using applicable procurement methods such as micro purchases, small purchase procedures, sealed bids, or competitive proposals depending on the value of the purchase. If it is determined that the purchases are needed on an ongoing basis, they may be added to the contract through an addendum at the renewal of the contract. This will be the first and only method of purchases during the contracted year exercised by the Districts. Upon a renewal, then the above Ten Percent (10%) option will be exercised.

NO GIFTING ALLOWED. The Districts do not accept gifts from bidders; therefore no additional products are to be delivered to any of Districts sites.

INSPECTION OF FACILITIES: As a part of the evaluation process, the Districts reserve the right to inspect the facilities of the bidder prior to the award of a contract and during the contract period at any time during normal business hours upon prior notice. After such inspection, if a representative of the Districts determine the bidder may not be capable of providing proper and satisfactory service/product to the Districts, the bidder may not be considered for an award. Bidder may also be required to show evidence of its ability to furnish standard material from identified manufacturer(s). Should the Bidder vacate an approved facility, a re-inspection will be required under the same conditions for the new facility.

PEST CONTROL. The Districts reserve the right to request verifiable evidence of pest control treatment. Any product delivered must have an audit trail that clearly demonstrates appropriate handling and storage practices for food items and related products, this will include providing proof of established sanitation procedures and an active pest control program to assure proper information

RIGHT TO AUDIT: The Vendor shall submit to third party audits and/or inspections initiated by the Districts during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Vendors must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

MERGERS, ACQUISITIONS, OR BUYOUTS. In the event that the successful bidder sells the company or merges with another company, current contract conditions must remain the same as awarded. Contracts will not be renegotiated due to a merger, acquisition, or buyout.

FINGERPRINTING. Successful bidder agrees to comply with all provisions of Education Code Section 45125.1 Bidder will conduct a criminal background check of all employees, agents, and representatives assigned to the Districts that will enter the sites and other Districts' facilities for purposes of providing services covered by this proposal during normal Districts' hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of

serious or violent felonies as specified will have contact with pupils. Bidder will provide the Districts with a list of all employees providing services pursuant to this bid. In the alternative, Bidder shall agree that all employees, agents, and representatives assigned to the Districts that will enter the sites and other Districts facilities during normal Districts hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 45125.1

RESTRICTIONS ON LOBBYING AND CONTACT. From the period beginning with the date of the issuance of this bid and ending on the date of the award of the contract, no person, or entity submitting a response to this bid, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this bid, the evaluation or selection process and/or the award of the contract with any member of the Districts, Board of Trustees, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.

PUBLIC LIABILITY AND PROPERTY INSURANCE. The successful Bidder shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from Bidder's operations under the contract. Also, the bidder may be required to file proof of such insurance, naming each District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to each District the Board of Trustees of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$1,000,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

DEBARMENT/LOBBYING CERTIFICATION. State of California, as a school food authority, requires that each responding quotation include completed certification statements regarding debarment and lobbying.

DISASTER CONTINGENCY PLAN: Copy of bidder's Disaster Contingency Plan required upon request.

NUTRITIONAL REQUIREMENTS, INFORMATION AND LABELING. Successful Bidder shall be required to provide a complete nutrient analysis of some products as requested by the Districts. The nutrient information may be obtained from an independent laboratory at Bidder's expense.

The following information will be required from the vendor : weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm) saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg).

All processed foods should not contain any artificial Trans Fat and no Monosodium Glutamate (MSG). The Districts prefer cleaner labeled products approved by the Districts. All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients that contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Bidder shall notify districts whenever there is a product/ingredient change in any item provided to the Districts. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Districts' Food Services Department upon request. All items must meet nutritional requirements of the USDA Child Nutrition Program.

NSLP AND SBP REGULATIONS: Foods that qualify as whole grain rich for the school programs are foods that contain 100% whole grain or contain a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50% is whole grain. Whole grain rich products must contain at least 50% whole grains and the remaining grain, if any must be enriched. As provided for NSLP and SBP, grain products must be credited using the oz. equivalent method. As specified in section School Lunch and Breakfast Whole Grain Rich Ounce Equivalency (oz. eq) requirements for School Meal Programs, group B.

SERVICE. Districts will not be held responsible for excess inventory ordered by Bidder on behalf of Districts.

GEOGRAPHIC PREFERENCES: The Districts may not apply geographic preferences in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by The Districts in a Child Nutrition Program. *See* 2 C.F.R. § 200.319.

CONFLICT OF INTEREST: No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. *See* 2 C.F.R. § 200.318(c)(1). Garden Grove Unified School District and The Districts' officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The Districts maintain a written standard covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

DISQUALIFICATION: Distributors may be disqualified before or after The Districts open proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to The Districts. Non-Responsive Proposals and deviations/exceptions stipulated in Vendor's response may also result in disqualification.

AWARD OF CONTRACT: In accordance with applicable laws, rules, and regulations for public procurement, any award(s) will be made to the Responsible Vendor(s) whose Proposal(s) is/are determined to be the Best Value to The Districts.

ATTORNEYS' FEES: In the event of any dispute between the Districts and Distributor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.

IV. DELIVERY SITES

School District Name	Garden Grove Unified School District
Complete Mailing Address	10331 Stanford Avenue Garden Grove, CA 92840
Nutrition Services Director Name	Agnes Lally
Email	alally@ggusd.us
Phone	(714) 663-6155
Purchasing Agent Name	Agnes Lally
Email	alaly@ggusd.us
Phone	(714) 663-6155
Accounts Payable Name	Lisa Carter
Complete Address	10331 Stanford Avenue, Garden Grove CA 92840
Email	lcarter@ggusd.us
Phone	(714) 663-6133
Estimated Annual Purchases for the 2018-2019 SY Under this proposal	\$5,000,000.00

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week and Days	Preferred Delivery Times	Special Information
Alamitos Intermediate 12381 Dale, Garden Grove 92841	Evelyn Mitchell (714) 663-6137	3; Mon, Tues, Thurs	6:30-10:30 AM	Frozen: Tues & Thurs Dry: Mon & Thurs
Bell Intermediate 12345 Springdale, Garden Grove 92845	Patty Moore (714) 663-6386	3; Mon, Tues, Thurs	6:30-10:30 AM	Frozen: Tues & Thurs Dry: Mon & Thurs
Fitz Intermediate 4600 McFadden, Santa Ana 92704	Kati Partin (714) 663-6342	3; Mon, Tues, Thurs	6:30-10:30 AM	Frozen: Tues & Thurs Dry: Mon & Thurs
Irvine Intermediate 10552 Hazard Ave., Garden Grove 92843	Dianne Rapp (714) 663-6138	3; Mon, Tues, Thurs	6:30-10:30 AM	Frozen: Tues & Thurs Dry: Mon & Thurs
Ralston Intermediate 10851 E. Lampson Ave., Garden Grove 92840	Christina Pelagio (714) 663-6232	3; Mon, Tues, Thurs	6:30-10:30 AM	Frozen: Tues & Thurs Dry: Mon & Thurs

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week and Days	Preferred Delivery Times	Special Information
Peters K-3 Elementary 13162 Newhope St., Garden Grove 92843	Rhonda Wood (714) 663-6443	3; Mon, Tues, Thurs	6:30 AM The delivery schedule is due to the safety of the campus	Frozen: Tues & Thurs Dry: Mon & Thurs
Bolsa Grande HS 9401 Westminster Ave., Garden Grove 92844	Lona Carroll (714) 663-6285	2; Mon, Wed	5:30-9:30 AM	Frozen: Wed Dry: Mon
Garden Grove HS 11271 Stanford Ave., Garden Grove 92840	Maria De La Fuente (714) 663-6586	2; Mon, Wed	5:30-9:30 AM	Frozen: Wed Dry: Mon
La Quinta HS 10372 McFadden Ave., Westminster 92683	Darlene Young (714) 663-6586	3; Mon, Wed	5:30-9:30 AM	Frozen: Wed Dry: Mon
Los Amigos HS 16566 Newhope St., Fountain Valley 92708	Magda Bajza (714) 663-6321	2; Mon, Wed	5:30-9:30 AM	Frozen: Wed Dry: Mon
Pacifica HS 6851 Lampson Ave., Garden Grove 92845	Bridget Long (714) 663-6283	2; Mon, Wed	5:30-9:30 AM	Frozen: Wed Dry: Mon
Rancho HS 11351 Dale St., Garden Grove 92841	Rafaela Arellano (714) 663-6479	2; Mon, Wed	5:30-9:30 AM	Frozen: Wed Dry: Mon
Santiago HS 12342 Trask Ave., Garden Grove 92843	Isabel Perez (714) 663-6239	3; Mon, Wed	5:30-9:30 AM	Frozen: Wed Dry: Mon
District Warehouse 10331 Stanford Ave., Garden Grove 92840	Jeffrey Blackwood (714) 663-6155	As needed	As needed	As needed

School District Name	El Rancho Unified School District
Complete Mailing Address	8910 E. Slauson Avenue Pico Rivera, CA. 90660
Nutrition Services Director Name	Billie Saavedra
Email	bsaavedra@erusd.org
Phone	562-801-7440
Purchasing Agent Name	Billie Saavedra
Email	bsaavedra@erusd.org
Phone	562-801-7440
Accounts Payable Name	El Rancho Food Service
Complete Address	8910 E. Slauson Avenue Pico Rivera, CA. 90660
Email	
Phone	562-801-7440
Estimated Annual Purchases for the 2018-2019 SY Under this proposal	\$800,000.00

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week and Days	Preferred Delivery Times	Special Information
North Park Academy of the Arts 4450 S. Durfee Ave Pico Rivera, CA 90660	Louise Basulto 562-801-7570	Twice a week Monday & Wednesday	6:00am- 1:00pm	
Rivera Elementary 7200 Citronell St. Pico Rivera, CA 90660	Patricia Velazquez 562-801-7580	Twice a week Monday & Wednesday	6:00am- 1:00pm	
Steam Academy @ Burke 8101 Orange Ave Pico Rivera, CA 90660	Kathy Miranda 562-801-7599	Twice a week Monday & Wednesday	6:00am- 1:00pm	
El Rancho High School 6501 S. Passons Blvd Pico Rivera, CA 90660	Jane Lopez 562-801-7509	Twice a week Monday & Wednesday	6:00am- 1:00pm	
South Ranchito Dual Language Academy 5241 S. Passons Blvd Pico Rivera, CA 900660	Laura Topete 562-801-7669	Twice a week Monday & Wednesday	6:00am- 1:00pm	

School District Name	El Segundo Unified School District
Complete Mailing Address	641 Sheldon Street, El Segundo, CA 90245
Nutrition Services Director Name	Susan Aceves
Email	saceves@esud.k12.ca.us
Phone	(310) 615-2650, ext. 1520
Purchasing Agent Name	Susan Aceves
Email	saceves@esud.k12.ca.us
Phone	(310) 615-2650, ext. 1520
Accounts Payable Name	Tracey Jones-McBride
Complete Address	641 Sheldon Street, El Segundo, CA 90245
Email	tjones@esud.k12.ca.us
Phone	(310) 615-2650, ext. 1523
Estimated Annual Purchases for the 2018-2019 SY Under this proposal	\$140,000

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week and Days	Preferred Delivery Times	Special Information
Warehouse 210 Penn Street El Segundo 90245	Mr. Keith Tague (310) 864-3640	1 Monday	7:00 - 11:00 am	
El Segundo High School 640 Main Street El Segundo 90245	Ms. Camerina Antonio- Gonzalez (310) 615-2662 ext. 2343	1 Monday	6:30 am – 11:00 am	

School District Name	Fountain Valley School District
Complete Mailing Address	10055 Slater Avenue
Nutrition Services Director Name	Diane Sharpe
Email	sharped@fvsd.us
Phone	714-843-3243
Purchasing Agent Name	N/A
Email	N/A
Phone	714-843-3243
Accounts Payable Name	Mino Nhek
Complete Address	10055 Slater Avenue, Fountain Valley, Ca 92708
Email	nhekm@fvsd.us
Phone	714-843-3264
Estimated Annual Purchases for the 2018-2019 SY Under this proposal	\$137,000

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week and Days	Preferred Delivery Times	Special Information
Masuda Middle School 17415 Los Jardines W FV, Ca 92708	Jennifer McGuire 714-378-4250	1 x per week	7:30-2	School Starts: 8:30a.m. Lunch time: 12-12:30
Talbert Middle School 9101 Brabham Drive Huntington Beach	Autumn Arnett 714-378-4220	1 x per week	7:30-2	School Starts: 8:30 Lunch Time: 12:30-1
Fulton Middle School 8778 El Lago street Fountain Valley, Ca 92708	Dyan Ruhl 714-325-2816	1 x per week	7:30-2	School Starts: 8:05 Lunch Time: 12:07-12:37

School District Name	Hacienda La Puente USD
Complete Mailing Address	15959 E.Gale Avenue, City of Industry, CA 91716
Nutrition Services Director Name	Linda Scaletta
Email	
Phone	626-933-3900
Purchasing Agent Name	N/A
Email	
Phone	
Accounts Payable Name	Aurora Martinez
Complete Address	15959 E. Gale Avenue, City of Industry, CA 91716
Email	aumartinez@hlpusd.k12.ca.us
Phone	626-933-3889
Estimated Annual Purchases for the 2018-2019 SY Under this proposal	\$4,049,350

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week and Days	Preferred Delivery Times	Special Information
Amar Center, 1000N. California Ave., Los Puente, CA	Victoria Alvarado 626-933-7108	1 TBD	5:30 am - noon	Open 12 months Will try and limit all sites to once a week delivery
Baldwin Elementary, 1616 Griffith Ave, La Puente, CA	Ana Louisa Cruiz 626-933-3708	1 TBD	6 am- 1 pm	
Bixby Elementary, 16446 Wedgeworth Dr, Hacienda Heights, CA	Jose Alonso 626-933-8208	1 TBD	6 am – 12:30 pm	
California, 1111 California Ave, La Puente, CA	Martin Montoya 626-933-5208	1 TBD	6 am – 1 pm	
Cedarlane Middle, 16333 Cedarlane Dr, Hacienda Heights, CA	Ida Aguayo 626-933-8008	1 TBD	6am – 1 pm	
Del Valle El, 801 N. Del Valle St., La Puente, CA	TBD 626-933-4108	1 TBD	6am – 1 pm	
Fairgrove, 15540 Fairgrove Ave, La Puente, CA	Rosa Martin 626-933-8508	1 TBD	6am – 1 pm	
Grandview, 795 N. Grandview, LA Puente, CA	Yolanda Amisola 626-933-5808	1 TBD	6:30 am – 1:30 pm	
Grazide El, 2850 Leopold Ave, Hacienda Heights, CA	Eldaa Esparza 626-933-6108	1 TBD	6am – 1 pm	
Kwis El, 1925 S. Kwis. Hacienda Heights, CA	Maria Lam 626-933-2108	1 TBD 1 R	6am – 1 pm	

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week and Days	Preferred Delivery Times	Special Information
Lassalette, 14333 Lassalette, La Puente, CA	Victoria Reyes 626-933-3008	1 TBD	6am – 1 pm	
Los Altos El, 1530 Los Altos, Hacienda Heights, CA	Martha Zamora 626-933-2308	1 TBD	6am – 1 pm	
Los Molinos El, 3112 Las Marias Dr, Hacienda Heights, CA	TBD 626-933-2208	1 TBD	6:30 am – 1 pm	
Los Robles El, 1530 Ridley, Hacienda Heights, CA	Mary Farias 626-933-7208	1 TBD	6 am – 12:30 pm	
Mesa Robles, 16060 Mesa Robles Dr, Hacienda Heights, CA	Maritza Ventura 626-933-6008	1 TBD	6am – 1 pm	
Nelson El, 330 N. California Ave, La Puente, CA	CeciliaLong 626-933-8408	1 TBD	6am – 1 pm	
Newton Middle, 15616 Newton Ave., Hacienda Heights, CA	Lilly Ruiz 626-933-2408	1 TBD	6am – 1 pm	
Orange Grove Middle, 14505 Orange Groove, Hacienda Heights, CA	Zaida Pauwells 626-933-7008	1 TBD	6am – 1 pm	
Palm El, 14040 E. Palm Ave, Hacienda Heights, CA	Rebecca Torres 626-933-7408	1 TBD	6am – 1 pm	
Sierra Vista Middle, 15801 Sierra Vista, La Puente, CA	Sylvia Guerrero 626-933-4008	1 TBD	6am – 1 pm	
Sparks El, 15151 E Temple St, La Puente, CA	Analouise Gomez 626-933-5108	1 TBD	6am – 1 pm	
Sparks Middle, 15100 Giordano St, La Puente, CA	Yolanda Palomino 626-933-5008	1 TBD	6am – 1 pm	
Sunset El, 800 N. Tonopah, La Puente, CA	Rhonda Contreras 626-933-3208	1 TBD	6: 30 am – 1 pm	
Temple El, 635 N. California Ave, La Puente, CA	Laurie Haber 626-933-3108	1 TBD	6:30 am – 1:30 pm	
Valinda, 1030 Indian Summer, La Puente, CA	Rosalva Zuniga 626-933-4708	1 TBD	6am – 1 pm	
Winglane El, 16605 Winglane, La Puente, CA	Sonia Alarcon 626-934-5908	1 TBD	6am – 1 pm	
Workman El, 16000Workman St, La Puente, CA	Diana Enriquez 626-933-4208	1 TBD	6:30 am – 1:30 pm	

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required Per Week and Days	Preferred Delivery Times	Special Information
La Puente HS, 15615 E. Nelson Ave, La Puente, CA	Joyce Garcia 626-934-6746	1 - 2 Mon/Thur	5:45 am – 12:45 pm	
Los Altos HS, 15325 E Los Robles Ave, Hacienda Heights, CA 91745	Sofia Alayoubi	1 - 2 Mon/ Thur	6 am – 1:00 pm	
Wilson HS, 16455 Wedgeworth Dr, Hacienda Heights, CA 91745	Linde Mendivil	1 - 2 Mon/ Thur	6 am – 1 pm	
Workman HS, 16303 E. Temple Ave, City of Industry, CA 91744	Martha Velasco	1 - 2 Mon/ Thur	6 am – 1 pm	
District Warehouse, 15959 E. Gale Avenue, City of Industry, CA	Linda Scaletti 626-933-3900	1 TBD	7 am – 2 pm	

School District Name	Huntington Beach City School District
Complete Mailing Address	17011 Beach Blvd. #560, HB, CA 92647
Nutrition Services Director Name	Mina Choi
Email	mchoi@hbcasd.us
Phone	714-378-2075
Purchasing Agent Name	N/A
Email	N/A
Phone	N/A
Accounts Payable Name	Michelle Vanhorn
Complete Address	17011 Beach Blvd. #560, HB, CA 92647
Email	mvanhorn@hbcasd.us
Phone	714-378-2076
Estimated Annual Purchases for the 2018-2019 SY Under this proposal	\$400,000

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week and Days	Preferred Delivery Times	Special Information
Dwyer Middle School 1502 Palm Ave HB, CA 92648	Gloria and Elsa 714-960-5278	Once/wk Monday	8-11:30AM	School Starts at 8:30am
Sowers Middle School 9300 Indianapolis Ave HB, CA 92646	Karen, Jan, Joleen 714-962-7738 ext 5095	Once/wk Monday	8-11:30AM	School Starts at 8:30am
Peterson Elementary (Central Kitchen) 20661 Farnsworth Lane HB, CA 92646	Matt Vierra 714-536-7316	Three Times/wk Monday, Wednesday, Friday	7-8AM, 9:30- 12:30PM	City Noise Ordinance ends at 7am. Truck cannot pull into the street until 7am.

School District Name	Huntington Beach Union High School District
Complete Mailing Address	14325 Goldenwest St. Bldg. 1, Westminster, CA 92683
Nutrition Services Director Name	Lauren Teng
Email	lteng@hbuhds.edu
Phone	714-894-1698
Purchasing Agent Name	Melissa Erman
Email	merman@hbuhds.edu
Phone	714-894-1698
Accounts Payable Name	Katherine Becker and Ted Lourenco
Complete Address	14325 Goldenwest St. Bldg. 1, Westminster, CA 92683
Email	kbecker@hbuhds.edu and tlourenco@hbuhds.edu
Phone	714-894-1698 and 714-903-7000 ext. 504311
Estimated Annual Purchases for the 2018-2019 SY Under this proposal	\$750,000

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week and Days	Preferred Delivery Times	Special Information
Edison High 21400 Magnolia St. Huntington Beach, CA 92646	Elaine Robitaille 714-962-1356 x 4605	1-2x/week Tuesday/Friday	5:30 am-1 pm	Mostly 1 stop per week Lunch Service at 12:12 pm
Fountain Valley High 17816 Bushard St. Fountain Valley, CA 92708	Carmen Murphy 714-962-3301 x4605	2x/week Tuesday/Friday	5:45 a.m.- 1 p.m.	Lunch service at 12:15 p.m.
Huntington Beach High 1905 Main St.	Eric Flores 714-536-2514 x4605	1-2x/week Tuesday/Friday	5:30 am-1 pm	Mostly 1 stop per week Lunch Service at 12:16 pm
Marina High 15871 Springdale St. Huntington Beach, CA 92649	Elena Gonzalez 714-893- 6571x4605	1-2x/week Tuesday/Friday	5:30 am-1 pm	Mostly 1 stop per week Lunch Service at 11:56 a.m.
Ocean View High School 17071 Gothard St. Huntington Beach, CA 92647	Kathy Westberry 714-848-0656 x4605	1-2x/week Tuesday/Friday	5:00 am-11:30 am	Mostly 1 stop per week Lunch Service at 12:02 pm
Westminster High 14325 Goldenwest St. Westminster, CA 92683	Pattie Roumeliotis 714-893-1381 x4605	2x/week Tuesday/Friday	5:30 am-1 pm	Lunch service at 12:06 p.m
Food Service Warehouse 14325 Goldenwest St. Bldg. 1 Westminster, CA 92683	Bryan Chalabian 714-894-1698	As needed	7:45 a.m. – 3:15 p.m.	Lunch at 12:15 p.m. Delivery normally 1x/month

School District Name	LOS ALAMITOS UNIFIED SCHOOL DISTRICT
Complete Mailing Address	10652 REAGAN ST., LOS ALAMITOS CA 90720
Food Services Director Name	CELESTE CALUBAQUIB
Email	CCALUBAQUIB@LOSAL.ORG
Phone	(562) 799 4592 X 81118
Purchasing Agent Name	Not applicable
Email	Not applicable
Phone	Not applicable
Accounts Payable Name	ROSE CRUZ
Complete Address	10293 BLOOMFIELD ST., LOS ALAMITOS CA 90720
Email	RCRUZ@LOSAL.ORG
Phone	(562) 799 4700 X 80430
Estimated Annual Purchases for the 2018-2019 SY Under this proposal	\$600,000

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week and Days	Preferred Delivery Times	Special Information
Los Alamitos Elementary (10862 Bloomfield St., Los Alamitos Ca, 90720)	Josefina Jover 714- 816-3300 X 74207	2 Times- Tuesday And Friday	5:30 Am To 8:00 Am	Traffic Is Heavy From 7:45 Am To 8:45 Am In The Vicinity. All Four Locations Are Within 1 Mile Radius Lunch: 11 Am- 1:15pm
Mcauliffe Middle School (4112 Cerritos Ave., Los Alamitos Ca, 90720)	Marie Kaltenthaler 714-816-3320 X 77171	1-2 Times- Tuesday And Friday	6:00 Am To 11:00 Am	Mostly 1 Stop/Week Lunch: 12pm- 1:30pm
Los Alamitos High School (3591 Cerritos Ave., Los Alamitos Ca, 90720)	Kevin Denis 562-799-4780 X 82260	1-2 Times- Tuesday And Friday	6:00 Am To 10:00 Am	Mostly 1 Stop/Week Lunch 12:02- 12:32pm
Oak Middle School (10821 Oak St., Los Alamitos Ca, 90720)	Katie Nguyen 562-799-4740 X 76140	1-2 Times- Tuesday And Friday	6:00 Am To 11:00 Am	Mostly 1 Stop/Week Lunch: 12:10 Pm- 1:40 Pm

V. BID SPECIFICATION AND REQUIREMENTS

Each bidder shall review the frozen, refrigerated, processed commodity, dry goods and services list on the following pages, bid all items.

Enter "No Bid" for those items for which no unit price is entered.

Delivery will **not** be to one central location.

The awarded bidder will make deliveries to each school site listed under section IV Delivery Sites, at the time and delivery days as stated for each site within the Districts. Delivery schedules have been determined by Districts based on their operational needs. The Districts reserve the right to make additions to, or delete delivery locations from, the specified delivery locations to be served at any time during the term of the contract and to revise delivery days and times as required upon mutually agreement.

Delivery will not be accepted on Saturday or Sunday.

There shall be no additional charge for sites with or without a loading dock.

There shall be no delivery minimum in dollar, volume, unit or case counts on all orders placed and delivered to each site unless specified otherwise in the bid documents.

The quantities listed for each type of item are Districts estimates only. Any resulting purchase orders may be for more or less quantity. The Districts shall not be obligated to purchase or reimburse the Vendor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

Deliveries are not to be subcontracted out.

Items will be purchased on an as-needed basis on separate purchase orders issued by Districts at any time during the contract period.

Sell-by, Use-by, or expire-by dates must be at least four weeks out from date of delivery. Identify or list items that have less than 4 week shelf life.

All deliveries will be made directly to the Districts' food service locations, in such quantities and at such times as needed during the term of contract. All delivered frozen and processed commodity products to all districts' sites will require products to be delivered to the Districts' appropriate Food Services storage area.

Address, contact, receiving hours and sites of delivery are specified within this contract.

Awarded bidder will be held responsible for following-up to ensure complete and on-time deliveries for all products.

The term of this base contract is for one year beginning July 18, 2018 or after Board approval through August 31, 2019, and may be extended by mutual written agreement of both parties and upon Board approval, for a renewal term not to exceed a total contract term of three years.

The award of the contract will be by action of District's Board of Trustees to the most responsible and responsive bidders or whatever is best for The Districts.

VI. BID FORM AND AGREEMENT

Pursuant to the Districts’ "Notice To Bidders – Request For Proposal" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the chart attached to this bid. See Section VII Evaluation and Award.

All responding bidders must meet the following minimum requirements. Mark a “X” under appropriate “Yes or No” column to certify compliance with the minimum requirements. Bidder must provide or meet:

REQUIREMENTS	YES	NO
Have been in business for at least five (5) years with references provided showing successful business relationships with at least three school districts of like size.		
Have an active online website accessible to Districts to allow online ordering with the following specifications or an ability of the B2B concept. At least one person in the administrative office from the districts, have the ability to: 1) Place individual orders for their school site. 2) Look up items and request new items not included on bid 3) Add or delete order items on list 4) Look up items on this bid in addition to new items not included on bid. 5) Run reports for: Commodity Tracking System available Commodity Balances to include up to date drawn down balances Commodity Reports Usage Reports Sales Reports 6) Provide a “trial link” in order to review system prior to bid award		

REQUIREMENTS	YES	NO
Districts have the rights to negotiate lower pricing directly with manufacturer, which must be passed on to the districts and lower manufacturer costs to the Vendor.		
"Net-off invoice" billing system in place that will display Pass thru Value of commodities?		
Automatic rebate system in place to efficiently handle automatic rebate programs offered by manufacturers?		
Must stock "fee for service" and "modified fee for service" processed commodities and must have the ability to deliver all processed commodities with a fourteen calendar (14) day lead time to coincide with the fourteen (14) day lead time of non-commodity products.		
Provide order confirmations within 1 business day of receiving order.		
Own sufficient facilities and delivery trucks to be able to provide timely and complete orders as requested, including special deliveries on all items on the Bid Form and Agreement.		
Does your company have a Product Recall Program?		
Does your company have a Disaster Contingency Plan?		
Does your company have a Food Security and Safety Program?		
Are you knowledgeable with the Healthy Hunger Free Kids Act of 2010?		
Follow-up on our incremental orders to ensure complete and on-time deliveries.		
Employees, equipment, and manufacturing plant shall meet state and county health department requirements to assure clean, sound and sanitary product and handled in accordance with HACCP regulations.		
Product to be delivered in suitable trucks capable of maintaining product at proper temperatures as outlined in this bid.		

REQUIREMENTS	YES	NO
<p>Must have available and accessible from web site or hard copy, upon request of the ingredient lists and complete nutritional specification sheets with signatures as required by USDA for the National School Lunch Program.</p>		
<p>All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect product from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.</p> <p>All vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary, designed to allow those temperatures to be monitored. Vehicles must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures as specified in this contract.</p>		
<p>Discounts: Do you offer payment discounts? <input type="radio"/> <input type="radio"/></p> <p>What are the terms? Please specify _____</p>		
<p>Do you offer storage assistance if the Districts have a large freezer or refrigerator that becomes nonoperational and requires storage assistance.</p> <p>Please provide, if any, costs associated with this type of request/assistance?</p>		
<p>Contact Person: A contact person must be available, no later than 7:00 am, Monday through Friday for Districts to report delivery errors or lack of delivery to sites. Name of contact person and phone number must be provided:</p>		
<p>Will Delivery and storage of USDA “brown Boxes” be billed at Super Co-op agreed upon pricing?</p>		

It is understood that the Districts reserve the right to reject this proposal and that this proposal shall remain open and not be withdrawn for the period specified in the Notice Calling For Proposal.

Bidder agrees to complete the order within fourteen calendar days after receipt of order.

It is understood and agreed that if, requested by the Districts, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an

appraisal of its current financial condition. Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the Districts against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

The Districts reserve the right to reject any and all proposal without explanation or recourse and to negotiate with the companies submitting a proposal. The Districts further reserve the right to contract the work with whomever and in whatever manner the Districts decide, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the Districts' may require. A proposal submitted in response to this RFP will be administered in the following manner:

- a. After the opening of the proposal, a RFP review committee representing the Districts will score the proposal based on the evaluation criteria.
- b. The Committee may investigate the qualifications of any bidder/vendor under consideration, required confirmation of information furnished by a bidder/vendor, and require additional information and/or evidence of qualifications to perform the services described in the RFP. The committee shall have the right to inspect the distribution facility or facilities and equipment to be utilized by the interviewed vendor.
- c. The committee will make a recommendation to all districts.
- d. The Districts as a whole will be the sole judge of merit and not necessarily accept the lowest price offered. The Lead District will issue an Intent to Award Letter to the successful bidder. The award will be formally made by the Garden Grove Unified School District Board of Education in a timely manner.

HOLD HARMLESS/INDEMNIFICATION AND INSURANCE. The successful bidder awarded the contract will be required to defend, indemnify and hold harmless the Districts, its Governing Board, officers, agents, and employees as set forth in the Agreement and provide the required insurance as set forth in the Agreement.

WARRANTY. Notwithstanding inspection and acceptance by Districts of supplies furnished under the contract or any provision of this contract concerning the conclusiveness thereof, the bidder warrants that:

All items or services furnished under this contract shall be in accordance with The Districts' specifications as called out in this bid. The successful bidder shall furnish and deliver the quantity designated in the award of the bid. Any items determined by the authorized personnel of the Food Services departments to be not in accordance with or conforming to the specifications of the bid, shall be rejected and promptly removed from Districts' premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the specifications or contract sample, the cost of such test shall be paid for by the bidder.

The preservation, packaging, packing and marking, and the preparation for, and method of shipment of such supplies will conform with the requirements of this Contract.

Within a reasonable time, Districts may either:

By written notice, require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing and marking) that do not conform with the requirements of this Contract within the meaning of paragraph 1.a of this clause; or

Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the bidder shall promptly make appropriate repayment

When return, correction or replacement is required, Districts shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the bidder. However, the bidder's liability for such transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under this contract and the bidder's plant, and return.

If the bidder fails or refuses to correct or replace the nonconforming supplies within a period of ten (10) days (or such longer period as Districts may authorize in writing) after receipt of notice specifying such failure or refusal, Districts may, by contract or otherwise, correct or replace them with similar supplies and charge to the bidder the cost occasioned to Districts thereby. In addition, if the bidder fails to furnish timely disposition instructions, Districts may dispose of the nonconforming supplies for the bidder's account in a reasonable manner, in which case Districts is entitled to reimbursement from the bidder or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming supplier, as well as for excess costs incurred or to be incurred.

Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered.

The word "supplies" as used herein includes related services.

The rights and remedies of Districts provided in this clause are in addition to and do not limit any rights afforded to Districts by any other clause of the Contract.

BIDDER'S CLAIMS. If the bidder shall claim compensation for any damage sustained by reason of the acts of Districts or its agents, bidder shall, within five (5) days after sustaining of such damage, make to Districts a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained the bidder shall file with Districts an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, bidder's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.

DISPUTES. In the event of a dispute between the parties as to performance of the work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, bidder agrees to continue the work diligently to completion. If the dispute is not resolved, bidder agrees it will neither rescind the Contract nor stop the progress of the work, but bidder's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Orange and Los Angeles County, having competent jurisdiction of the dispute, after the Project has been completed, and not before.

Districts may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, Districts shall make such payments on behalf of bidder. If any payment is so made by Districts, then such amount shall be considered as a payment made under Contract by Districts to bidder and Districts shall not be liable to bidder for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. Districts will render bidder an accounting of such funds disbursed on behalf of bidder.

DEFAULT. The successful bidder hereby agrees that time is of the essence in delivery of the items under this contract. Districts shall hold the bidder responsible for any damage which it may sustain because of the failure or neglect by the bidder to comply with any term or condition contained herein.

If the bidder fails or neglects to furnish or deliver any of the items or services listed herein at the prices named and the time and place herein stated, or otherwise fails or neglects to comply with the terms of the contract, Districts may, upon written notice to the bidder, cancel the contract in its entirety or cancel or rescind any and all items affected by such default. Districts may, whether or not the contract is cancelled in whole or in part, purchase the materials, equipment, supplies or services elsewhere without notice to the bidder. The prices paid by Districts at the time such purchases are made shall be considered to be prevailing market prices, and any extra cost incurred by Districts due to the bidder's default shall be collected by Districts from the bidder and/or the surety on the performance bond.

PROTECTION OF PERSONS AND PROPERTY. The bidder shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials.

VII. EVALUATION AND AWARD

TECHNICAL AND PRICE EVALUATION FOR RESPONSIVE VENDORS

PROPOSAL EVALUATION CRITERIA

Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by a RFP review committee of The Districts. Each proposal will be scored on a scale of 1 to 100 points.

1. **SMALL BUSINESS AND MINORITY, WOMAN, AND DISABLED VETERAN BUSINESS ENTERPRISE (MWDVBE):** (5 points) The Districts encourage minority, women and disabled veteran owned business enterprises to participate in the Garden Grove Unified School District and The Districts' RFP based upon their capacity to perform and be successful. MWDVBE must submit documentation of qualification as outlined in Public Contract Code (PCC) Division 2., Part 1., Chapter 2., **Responsive Bidders** in order to be awarded points for this category.
 - A) Further information can be found at the following PCC web sites.
http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=1.&chapter=2.&article=
 - B) Certification for Small Business and Disabled Veteran Business Enterprise Services is located at the following California website,
<http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>
2. **Customer Service & References:** (25 points) Vendors should demonstrate their ability to promptly respond to request for information, to resolve complaints and issues, and to provide timely and accurate delivery. Bidder's customer service staff should be easily accessible for inquiries or issues. Previous history of fill rates on first order (98% or better); accuracy of invoices.
3. **Experience and Competence:** (10 points) Vendor should be able to provide state-of-the-art technology in order to provide services including data collection, customized reports, trend analysis, information sharing, real-time reporting, and complete traceability of product. Bidder should demonstrate substantial and recent experience in providing the products to California public schools. Bidder should provide an efficient supply-chain management system to ensure timely and accurate delivery and flexibility to address changes in needs of The Districts.

4. **Sustainability:** (10 points) Vendors should have an integrated operation including evidences that the proposing firm will continue to operate successfully throughout the term of any Perishable Contract it accepts. Bidder should have a robust level of financial capability sufficient to handle contracts as large as any Perishable Contract is likely to be and on a multi-year basis.
5. **Product Specification:** (15) Ability to provide a majority of the products as specified.
6. **Cost:** (35 points) Vendors should complete the proposal worksheet thoroughly and in a manner to ensure transparency of the elements of the cost structure so that it can be easily understood, explained, and audited.

Each proposal will be evaluated based on criteria and priorities defined by The Districts, with specific attention to those features, functional and technical aspects noted for each section. The Districts' Review Committee will award a contract based on the prospective vendor submission that best meets the needs of The Districts with regard to the RFP specifications contained herein. Presentations/Interviews (if needed) may be requested by the evaluation panel. Vendors are advised that award may be made without interviews or further discussion.

If presentations/interviews are needed, potential bidders will receive notification to interview with evaluation panel.

District	Region	# of Stops Per Week
Garden Grove USD	1	13 + 1 (Warehouse, as needed)
El Rancho USD	2	10
El Segundo USD	3	2
Fountain Valley SD	1	3 + 1 (Warehouse, as needed)
Hacienda La Puente USD	2	36
Huntington Beach City SD	1	5
Huntington Beach Union SD	1	6 + 1 (warehouse, as needed)
Los Alamitos USD	1	5 + 1 (Warehouse, as needed)

Region 1 = Orange County

Region 2 = San Gabriel Valley

Region 3 = Los Angeles

VIII. PROPOSAL WORKSHEET

Company Name:	
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No proposals shall receive consideration by the Districts unless they include responses to each and every question below. Prospective bidders should respond in detail to each of the following questions. Additional pages may be used as needed for thorough, yet concise, responses.

1. Is your storage facility approved by the California Department of Education Food Distribution Division to receive, store, handle, and distribute USDA Foods?
Check: Yes _____ or No _____
2. For USDA Foods end products and commercial equivalent food products listed on RFP No. 1801 for Processed USDA Foods Products and Commercial Equivalents (Market Basket) For Super Co-Op Member Districts, released January 24, 2018 and awarded March 22, 2018 , *quote only a per case delivery fee by Region* for products listed on these awarded bids. You may quote price per number of stops per district as indicated on the table below.

Participating Member Districts are grouped into three (3) Regions. Regions are numbered 1, 2 and 3. See previous page for the list of Member Districts grouped by Region.

Region	1 stop per district	2-10 stops per district	More than 10 stops per district
1	\$	\$	\$
2	\$	\$	\$
3	\$	\$	\$

Company Name:	
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3. For commercial food products not listed on the above referenced RFPs, **quote only a per case delivery fee above landed cost by Region and Product Category.** Landed Cost is defined as invoice cost from the manufacturer plus freight if freight is not included with invoice cost. You may quote per number of cases delivered per stop only as indicated on the table immediately below.

Participating Member Districts are grouped into three (3) Regions. See previous page for the list of Member Districts grouped by Region.

Region	Product Category	(A) 1-40 cases per stop	(B) 41-99 cases per stop	(C) 100-299 cases per stop	(d) 300+ cases per stop
1	Frozen	\$	\$	\$	\$
	Refrigerated	\$	\$	\$	\$
	Dry	\$	\$	\$	\$
2	Frozen	\$	\$	\$	\$
	Refrigerated	\$	\$	\$	\$
	Dry	\$	\$	\$	\$
3	Frozen	\$	\$	\$	\$
	Refrigerated	\$	\$	\$	\$
	Dry	\$	\$	\$	\$

4. Using a landed cost of \$20.00 per case with no markup, please fully explain your procedure for calculating the price to the District(s). Indicate what the invoice price to those District(s) would be for this item. Landed cost is defined as invoice cost from the manufacturer plus freight if freight is not included with invoice cost. *Select one region and product category for this example.*
5. Will you be able to meet the specified delivery days, hours, and deliveries per week? If not, attach proposed delivery schedule for each district.

Company Name:	
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6. How do you plan to work with the District(s) to set up a delivery schedule?
7. Do you have minimums for deliveries? Check: Yes ____ or No ____
If YES, please state your minimum delivery amounts (dollar amount, case quantity, etc.)
8. What is your procedure for notifying customers of shortages and /or substitutions?
9. What is your procedure for notifying customers of a product recall?
10. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last 18 months? If so, please explain.
11. Has your firm resigned or been replaced at the will of a district during the school year within the last 18 months? If so, explain.
12. What is your company’s “fill rate” to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution?
13. What is the lead time you require for orders that ensures a 90% fill rate?
14. Can District(s) order on-line?
15. How will emergency deliveries (deliveries not on a scheduled date) be handled?
16. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on?
17. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports?
18. Describe your USDA Foods tracking and reporting abilities in detail.
19. What Value Pass Through methods do you utilize?
20. Describe your policy regarding your delivery driver/staff assisting sites in moving

received products to storage areas?

Company Name:	
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- 21. What is your procedure to bring in new products for District(s)?
- 22. Do you offer a percentage discount for early payment? If yes, please state terms for discount.
- 23. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability?
- 24. Will combination refrigerated/freezer trucks be used to deliver frozen and refrigerated items at the same time? Check: Yes _____ or No _____
- 25. Describe in detail your ordering instructions for Districts.

REFERENCES

Please submit three (3) current school district references requiring weekly deliveries to at least 10 locations.

Reference #1

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #2

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #3

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

DISTRICTS' USAGE FOR FROZEN, REFRIGERATED, AND DRY GOODS

If no manufacturer is listed, please indicate Manufacturer, Manufacturer Item Number and Pack Size if different than what you are bidding. An (*) indicates the quality of the product; districts are looking for, but not necessarily that specific brand. If bidding a brand other than what is listed, please indicate manufacturer under Alternate Manufacturer, Manufacturer Item Number and Pack Size if different.
 **Please provide a separate list of Smart Snack Compliant Items including Description, Manufacturer, Manufacturer Item No., Pack Size, and Manufacturer Cost to District.

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
	FROZEN								
1	BAGEL, CINN-BROWN SUGAR & CREAM CHEESE IW	36	BAGELFULS		21260		76/2.5 oz		
2	BAGEL, MINI, STRWBERRY CREAMY CHS	25	PILLSBURY		38413		72/2.43OZ		
3	BAGEL, WHITE W/WHEAT SL WG	185	TONY ROBERTS		19231		72/2.24OZ		
4	BAGEL, WHITE WW - BULK WG	590	TONY ROBERTS		19321		72/3OZ		
5	BAGEL, BLUEBERRY, SLICED, BULK, WG	300	TONY ROBERTS		60012		72/3OZ		
6	BAGEL, CINNAMIN RAISIN, SLICED, BULK, WG	200	TONY ROBERTS		29753		72/3OZ		
7	BAGELS, WHITE IW WG	849	LENDERS		550473/00075		72/2OZ		
8	BAR, BREAKFAST, HONEY WHEAT WG	1040	SKY BLUE FOODS		HWB5172		72/2.8 oz		
9	BAR, CHEWIE, CINN APPLE OAT WG	13	FAT CAT SCONES		CAOC110-2.8SW		110/2.8 oz		
10	BAR, CHEWIE, WG CHOCOLATE OAT	2	FAT CAT SCONES		COC110-2.8SW		110/2.8 oz		
11	BEEF, GROUND, 80/20 RAW	49	CHOICE		588556		2/5LB		
12	BENEFIT BAR FRENCH TOAST	187	J & J SNACK FOODS		40404		48/2.5OZ		
13	BENEFIT BAR- MAPLE	135	J & J SNACK FOODS		40452		96/1.25 oz		
14	BENEFIT BAR- OATMEAL CHOC CHIP	553	J & J SNACK FOODS		40454		96/1.25 oz		
15	BENEFIT BAR, COCO CHIP WG	190	J & J SNACK FOODS		40406		48/2.5OZ		
16	BENEFIT BREST BAR APP/ CINN IW	68	J & J SNACK FOODS		40403		48/2.5OZ		
17	BENEFIT BREST BAR BAN/CHOC IW	1332	J & J SNACK FOODS		40402		48/2.5OZ		
18	BENEFIT BREST BAR OAT/RSN IW	50	J & J SNACK FOODS		40400		48/2.5OZ		
19	BENEFIT BRKFST BAR OAT/CHOC IW	1381	J & J SNACK FOODS		40401		48/2.5OZ		
20	BISCUIT, HONEY WHEAT	350	BRIDGEFORD		6285		100/2.25 oz		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
21	BREAD, BANANA 51% WW SLICE IW	67	SUPER BAKERY		6071		70/3.4OZ		
22	BREAD, PANINI WG	10	PILLSBURY		1.00946E+13		192/.82OZ		
23	BREAD, ZUCCHINI 51% WG SLICED, IW	13	SUPER BAKERY		6072		70/3.4 oz		
24	BREADSTICKS,WHITE WW CHEESY GARLIC WHITE WW	180	BRIDGEFORD		6787		320/1.125 oz		
25	BROCCOLI FLORETS	75	PACKER		2503		12/2LB		
26	BROWNIE BITE, CHOC CHIP IW WG	933	BUENA VISTA		83330		120/1.3 OZ		
27	BROWNIE CUP, BROWNIE CUP IW WG	331	DAVES		126		90/1.5OZ		
28	BROWNIE, CHOC	26	GOURMET TREAT		053000WG200		75/2OZ		
29	BROWNIE,BROWNIE IW WG	794	BUENA VISTA		82220		96/2OZ		
30	BUN, BREAKFAST, GLZD 51% WW IW	295	SKY BLUE FOODS		GWBS160		60/2.6OZ		
31	BUN, BREAKFAST, OATMEAL, 51% WW IW	1591	SKY BLUE FOODS		TWBS160		60/2.6 OZ		
32	BUN, SNACK WG	1049	SKY BLUE FOODS		SWBS175		75/2.25OZ		
33	BUN, WG BAKED CINNAMON IW	116	SUPER BAKERY		6070		72/2.9OZ		
34	BURGER, SPICY BLACK BEAN	25	MORNINGSTAR		49938/526241		12/4/2.9 oz		
35	BURRITO, BEAN & CHS WRAP IW WG	226	FIESTA SANTA FE		FFC60575WG		60/6.1OZ		
36	BURRITO, BEEF BEAN GRN CHILI IW	10	LOS CABOS		95574		96/5.2OZ		
37	BURRITO, GRILD BN & CHS IW WG	400	TRUE NATURAL FOODS		9737-2		72/6.25OZ		
38	CAKE, CRUMB, CINNAMON WG	55	SKY BLUE FOODS		CR272		72/3 oz		
39	CARNITAS, SHREDED	183	DEL REAL		101		5/4LB		
40	CARROTS, CRINKLE CUT	25	SIMPLOT		1.00712E+12		12/32OZ		
41	CARROTS, DICED	7	CH BELT		4606		20LB		
42	CARROTS, SMOOTH SLICED	18	CHOICE		6006		1/20LB		
43	CHICKEN STRIPS, WG	41	BRAKEBUSH		5843		145/1.1OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
44	CHICKEN, BREASTS, BREADED	1198	BRAKEBUSH		5363/602854		10LB		
45	CHICKEN, BRD HALLOWEEN BRST NUGGETS WG	415	BRAKEBUSH		5633		2/ 5LB		
46	CHICKEN, CHRISTMAS TREE NUGGETS, WG	373	BRAKEBUSH		5641		145/1.10Z		
47	CHICKEN, FC BUFFALO WINGS	1810	FOSTER FARMS		96210		2/5lb		
48	CHICKEN, FC GLUTEN FREE STRPS	69	BRAKEBUSH		5810/572963		2/ 5LB		
49	CHICKEN, FC HONEY BBQ WINGS	1085	FOSTER FARMS		96211		2/5 lb		
50	CHICKEN, FC POPCORN ORANGE	2547	LINGS		00072-5		14LB		
51	CHICKEN, FOOTBALL NUGGETS WG	344	BRAKEBUSH		5624/582552		2/5LB		
52	CHICKEN, GLAZED BBQ JUMBO SLUGGER	316	TYSON		2133-0928		10#/36		
53	CHICKEN, GRILLED BREASt CUTLET	89	BRAKEBUSH		5830		64/30Z		
54	CHICKEN, HEART SHAPE NUGGETS WG	365	BRAKEBUSH		5640		2/5LB		
55	CHICKEN, SHAMROCK NUGGETS WG	374	BRAKEBUSH		5639		145/1.10Z		
56	CHICKEN, W/RED SAUCE	260	RUIZ		41468/606619		45/5.120Z		
57	CHICKEN, ZOO CREW NUGGETS WG	1141	BRAKEBUSH		5646		2/5LB		
58	CHIMINADA, WG BEAN AND CHEESE	62	BELL TASTY		CHIMINADAQCB		60/4.5 OZ		
59	CHIMINADA, WG BEAN AND CHEESE IW	26	BELL TASTY		CHIMINADAQCW		60/4.5 OZ		
60	CHURROS 5" MINI	170	TIO PEPE		3314		200CT		
61	CHURROS, CINNAMON WG	1279	J & J SNACK FOODS		41114		100/1.480Z		
62	CINNAMON ROLL, DOUGH, WHITE WHEAT	85	BRIDGFORD		6719		144/2.50Z		
63	CINNAMON ROLL, WHOLE WHEAT IW	508	SKY BLUE FOODS		WNCW250		72/2.60Z		
64	CINNAMON ROLLS, MINI CINNIS IW	543	PILLSBURY		33686		72/2.290Z		
65	CINNAMON TOAST W/ EGG BREAD IW	178	ROSE & SHORE		CT15120W		72/2.20Z		
66	CONCHA, CHOCOLATE CONCHA IW WG	245	LUPITAS		1454		84/2.250Z		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
67	CONCHA, PINK, IW WG	20	LUPITAS		1452		84/2.25OZ		
68	CONCHA, VARIETY PACK IW WG	1356	LUPITAS		1450		84/2.25OZ		
69	COOKIE DOUGH, CHOC/CHIP PUCK WG	27	FAT CAT SCONES		WGCCC192-1S		192/1.3OZ		
70	COOKIE DOUGH, RF CHOC CHIP	30	BONZERS		71001/584524		245/1OZ		
71	COOKIE DOUGH, RF CHOC CHIP	400	BONZERS		71501/601442		168/1.5OZ		
72	COOKIE DOUGH, RF CHOC/CHIP WG	1222	BUENA VISTA		78015		216/1.5OZ		
73	COOKIE DOUGH, RF SNICKERDOODLE WG	16	BUENA VISTA		78615		216/1.5OZ		
74	COOKIE DOUGH, WG RF CHOC/CHIP	91	FAT CAT SCONES		WGDCC168-AS				
75	COOKIE, BLUE STAR, IW WG	78	BUENA VISTA		74040		150/1.2OZ		
76	COOKIE, CHOC CHIP IW WG	265	FAT CAT SCONES		WGGCC130-AW		130/1.75OZ		
77	COOKIE, CHOC CHIP COOKIE IW WG	37	COOKIE TREE		03251WGR		120/1.3OZ		
78	COOKIE, CHOC CHIP IW WG	592	FAT CAT SCONES		WGGCC140-1SW		140/1.2OZ		
79	COOKIE, CHRISTMAS TREE IW WG	71	BUENA VISTA		71220		150/1.1 OZ		
80	COOKIE, GREEN EGG IW	9	BUENA VISTA		71620		150/1OZ		
81	COOKIE, ICED OATMEAL, IW	600	KIDS KOOKIE				120/1.1 OZ		
82	COOKIE, RED VELVET IW WG	3	BUENA VISTA		79920		90/1.9OZ		
83	COOKIE, RF C/CHIP IW WG	133	BUENA VISTA		79010		200/1.0 OZ		
84	COOKIE, RF CHOC CHIP	1489	BONZERS		75201/606769		72/1.5OZ		
85	COOKIE, RF CHOC CHIP IW	386	BONZERS		75301/606772		72/1.5OZ		
86	COOKIE, RF CHOC CHIP IW WG	88	GOURMET TREAT		055160WG175		94/1.75OZ		
87	COOKIE, RF CHOCHI IW WG	219	BUENA VISTA		79015		120/1.5 OZ		
88	COOKIE, RF DOUBLE FUDGE COOKIE IW WG	60	COOKIE TREE		3233WGR		120/1.3 OZ		
89	COOKIE, RF SNICKRIDDLE COOKIE IW WG	5	BUENA VISTA		79615		120/1.5 OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
90	COOKIE, RF SUGAR IW WG	68	COOKIE TREE		3239WGR		120/1.3 OZ		
91	COOKIE, SUGAR COOKIE, IW, 1G WG	320	BUENA VISTA		79815		120/1.5OZ		
92	COOKIE, TRIPLE CHOC FILLED WG	10	RIGHS		3593		120/1.7OZ		
93	COOKIE, TURKEY IW	120	BUENA VISTA		73720		150/1OZ		
94	COOKIE, YELLOW STAR COOKIE IW WG	18	BUENA VISTA		73920		150/1OZ		
95	CORN DOG, CHICKEN, JUMBO WG	2326	DON LEE FARMS		CN34072WG		72/4OZ		
96	CORN DOGS, MINI, LOW FT WG	993	FOSTER FARMS		96086		2/5LB		
97	CORN, MINI COB	167	READY FIX		27403		96/3OZ		
98	CORN, WHOLE KERNEL	503	CH BELT		7931		1/30LB		
99	CRISPITOS, CHILI WG	10	TYSON		24569-0821		72/3.45OZ		
100	CROISSANT, SLICED WG	520	BAKE CRAFTERS		3286		80/2.2 oz		
101	DONUT, MINI, CHOC ENROBED IW WG	627	SUPER BAKERY		7786		72/3.3OZ		
102	DONUT, MINI POWDERED IW WG	249	SUPER BAKERY		7787		72/3.3OZ		
103	DOUBLE DOGS, CHICKEN IW	80	ELEMENTS		60003		90/4OZ		
104	DOUBLE DOGS, CHIX IW	2313	MICHAEL B'S BESTWAY		DD400		60/4OZ		
105	DOUBLE DOGS, LIL KAHUNA IW	16	ELEMENTS		DBLDOGS		90/4OZ		
106	EDAMAME SHELLED IW 50/3OZ	317	FRESH PRODUCE		139152		50/3OZ		
107	EDAMAME, SOYBEAN	10	SIMPLOT		1.00712E+13		6/2.5LB		
108	EGG ROLL, CHICKEN WG	11	MINH		69461		60/3OZ		
109	FRENCH TOAST, MINI CINN RUSH IW	151	PILLSBURY		37309		72/2.64OZ		
110	FRUDEL, CHERRY IW	108	PILLSBURY		127851		72/2.29OZ		
111	FRUIT CUP, BLUE RASPBERRY LEMON	11	RIDGEFIELDS		2009		70/3.4 oz		
112	FRUIT CUP, KIWI STRAWBERRY	25	RIDGEFIELDS		2014		70/3.4 oz		

Line Item No.	Description	Usage	Manufacturer	Mfr. Item No.	Alternate Mfr. Item No.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
113	FRUIT CUP, STRAWBERRY MANGO	11	RIDGEFIELDS	2015		84/4.4 oz				
114	FRUIT FREEZE, AMERICAN HERO RICE STRIW/LMINDE/BLUE RASP	125	ROSATI	0-77222-35485-3		90/4.4 oz				
115	FRUIT FREEZE, BLUE RASPBERRY	325	ROSATI	448=BR-FJ		90/4.4 oz				
116	FRUIT FREEZE, CHERRY	300	ROSATI	448-CHBR-FJ		90/4.4 oz				
117	FRUIT FREEZE, CRYBABY SOUR APPLE	115	ROSATI	35469-3		90/4.4 oz				
118	FRUIT FREEZE, CRYBABY SOUR CHERRY	330	ROSATI	7722235459		90/4.4 oz				
119	FRUIT FREEZE, WATERMELON	250	ROSATI	448-WM-FJ		90/4.4 oz				
120	FRUIT, FROZEN, 4 BERRY BLEND IQF	954	WAWONA	4453		2/5LB				
121	FRUIT, SNO PAL PINEAPPLE	50	FRUIT FRUIT	3167		100/2.7oz				
122	GLUTEN FREE 6" CHS PIZZA IW	2	MR SIPS	300151/542958		24/6.7 OZ				
123	GLUTEN FREE 6" PEPPERONI PIZZA IW	2	MR SIPS	300153/545658		24CT				
124	GLUTEN FREE BREAD, IW	68	MR SIPS	300156/544552		24/1.5 oz				
125	GLUTEN FREE CHICKEN CHUNKS	1	MR SIPS	54-3033/300433		2/5#				
126	GLUTEN FREE CORN DOGS ALL BF	2	MR SIPS	300157		24CT				
127	GLUTEN FREE MAC AND CHEESE	3	MR SIPS	300950/564576		16/ 5.0 OZ				
128	GLUTEN FREE, DINNER ROLL WG	32	UDIS	565425/UGF806761		36/1.4 oz				
129	GOODY RING, WG	935	SUPER BAKERY	18400		80/2.5 oz				
130	GREEN BEANS, REGULAR CUT	28	CHOICE	8708		1/20LB				
131	HOT DOG, 5" 8/A TURKEY WEINERS	332	HOFFY	1204		2/5LB				
132	HOT DOG, 6 3/4" 4/1 BEEF FRANKS	75	HOFFY	2101		4/5LB				
133	HOTDOG, FRANKS BEEF 5/1 - 63/4"	68	HOFFY	2102		4/5LB				
134	HOTDOG, FRANKS BEEF 6" 8/1	3	HOFFY	3025		10LB				
135	JUICE, 100% ORANGE	113	SUNCUP	30100		70/4 oz				

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
136	JUICE, RIPS SLUSH CHERRY LIMEADE	160	COOL TROPICS		13007		60/4OZ		
137	LOAF, MINI, ULTRA CRSP APL WG	24	SUPER BAKERY		7057		120/2OZ		
138	MEDITERRANEAN BRUSCHETTA	5	SEVILLO FINE FOODS		574499/021		1/8LB		
139	MUFFIN, BANANA NUT, BULK WG	160	GOLDEN CRUST		4503		72/4OZ		
140	MUFFIN, BANANA, WG IW	97	DAVES		WG828		60/3.15OZ		
141	MUFFIN, BLUEBERRY BULK WG	225	GOLDEN CRUST		4502		72/4OZ		
142	MUFFIN, BLUEBERRY IW WG	285	DAVES		WG829		60/3.15OZ		
143	MUFFIN, CHOC CHIP BULK WG	435	GOLDEN CRUST		4505		72/4OZ		
144	MUFFIN, CHOC CHIP MUFFIN IW WG	1629	DAVES		WG825		60/3.15OZ		
145	MUFFIN, DOUBLE CHOC CHIP BULK WG	450	GOLDEN CRUST		4504		72/4OZ		
146	MUFFIN, DOUBLE CHOCOLATE, IW WG	193	DAVES		WG845		60/ 3.1 OZ		
147	MUFFIN, LEMON, BATTER, WG	14	FAT CAT SCONES		WGLEMEN-9#		2/9lb		
148	MUFFIN, MINI CHOC CHIP MUFFIN IW WG	60	DAVES		WG385		90/1.9OZ		
149	MUFFIN, MINI WG BANANA, IW	29	DAVES		WG381		90/1.9 OZ		
150	MUFFIN, MINI, BLUEBERRY IW WG	42	DAVES		WG380		90/1.9OZ		
151	NOODLES, CHOW MEIN 51% WG	17	LINGS		00301-6		1.4 LB		
152	ON TOP TOPPING	3	RICH5		2559		12/16OZ		
153	ONION RINGS, BREADED WG	183	TASTY BRANDS		33504		6/5LB		
154	PANCAKE & SAUS ON A STIC, WG	11	DON LEE FARMS		CN33572		72/3.0OZ		
155	PANCAKE TRKY SAUS ON A STICK	520	SARALEE		70613/607808		40/2.51OZ		
156	PANCAKE WRAPS, MINI TRKY WG	497	FOSTER FARMS		96169		2/5LB		
157	PANCAKE WRAPS, TURKEY MAPLE, WG	30	FOSTER FARMS		95121		56/2.85 OZ		
158	PANCAKES, STWBRY SPLSH MINI IW	88	PILLSBURY		37731		72/3.17OZ		

Line Item No.	Description	Usage	Manufacturer	Mfr. Item No.	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
159	PANCAKES, MAPLE, MINI BURSTIN IW	458	PILLSBURY	37732				72/3.17OZ		
160	PANCAKES, MAPLE, MINI IW	45	DEWAFELBAKKER	625				72/3OZ		
161	PANCAKES, MINI MAPLE WG	915	EGGO	38000-92562				72/3.03 oz		
162	PANCAKES, W/ CINN GLAZE IW WG	935	THE MAX	94543-04442				80/3oz		
163	PANCAKES, WG	1047	AUNT JEMIMA	464714/43582				144/1.14OZ		
164	PASTA, ROTINI WG	10	MARZETTI	31070				4/3LB		
165	PATTIES, PROTEIN VEGGIE	51	DON LEE FARMS	CN10325				72/3.2OZ		
166	PEAS, GREEN	117	WORLDS FINEST	12312				1/20LB		
167	PIZZA, BITES, CHEESE	125	FSI					77/3.5OZ		
168	POCKET THINS, ITALIAN HERB WG	40	BUENA VISTA	11220				96/2OZ		
169	POCKET THINS, ITALIAN HERB WG 2 PK	5	BUENA VISTA	11330				60/2OZ		
170	POLLOCK, OVRDRY BRD RECT RF WG	9	ICYBAY	23236				10LB		
171	POLLOCK, SQUARES, BREADED	8	SPIRITED FOODS	SF03011				10 Lb		
172	PORK, BREAKFAST STICKS	30	SARA LEE	19008/640508				48/2.51OZ		
173	PORK, FC SKINLESS SAUSAGE LINK	2500	FARMLAND	70247-138177				10LB		
174	POTATOES, HASH BROWNS	100	MCCAIN	1000006188				6/5LB		
175	POTATOES, HOMESTYLE MASHED	25	POTATO PRODUCTS OF IDAHO	1100061A				4/6.25LB		
176	PRETZEL DOG CHICKEN IW	250	MICHAEL B'S BESTWAY	PD446				60/4.46OZ		
177	PUPUSA, BEAN AND CHEESE	4	DEL REAL	705				8/5 CT		
178	QUESADILLA, CHEESE IW	25	FOSTER FARMS	5877				144/2.4OZ		
179	RICE, FRIED, WG 100% VEG	438	MINH	69074				6/5# BAGS		
180	ROLL, CINNAMON SWIRL, 51%WW 2-PK IW	1040	SKY BLUE BAKERY	WCSW272				72/2ct		
181	ROLL, DINNER, ALOHA, WG	695	SHANNON	SB-210				192/1 oz		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
182	ROLL, DINNER, ARTISAN 51% WWW	22			F342		1.44/2 oz		
183	ROLL, HOGIE, WW 4.5" MINI SLICED	235	SHANNON		SB-800		1.44/1.8 oz		
184	SANDWICH, BRST EGG&CHEESE WG	1013	ADVANCE PIERRE		68079		100/2.35OZ		
185	SANDWICH, EGG & CHS SANDWICH WG	24	ADVANCE PIERRE		68140		60/3.6OZ		
186	SANDWICH, TURKEY HAM & CHS SUB	30	ADVANCE PIERRE		68124		45/4.4OZ		
187	SAUCE, GENERAL TSO	20	JTM		73450		6/5LB		
188	SAUCE, HONEY FIRE	15	CHEFS CORNER		OFC-2173		15/2LB		
189	SAUCE, MANDARIN ORANGE	8	CHEFS CORNER		OFC-2171		15/2LB		
190	SAUSAGE ROLL, MORNING IW WG	51	TASTY BRANDS		64002		136/2OZ		
191	SAUSAGE ROLL, MORNING IW WG	33	DOUBLE B FOODS		4093B		136/2OZ		
192	SMOKE FRANKS	5	HILLSHIRE FARMS		31196/417241		4/3LB		
193	SOUP, BOSTON CLAM CHOWDER	5	CAMPBELLS		339680/08556		3/4LB		
194	SOUP, BROCCOLI CHEESE	3	CAMPBELLS		339673/08187		3/4LB		
195	SOUP, BROWN & WILD RICE W/CHX	4	CAMPBELLS		11927		3/4LB		
196	SOUP, CHICKEN & DUMPLING	5	CAMPBELLS		11919		3/4LB		
197	SOUP, COND TOM FLORENTINE W/PASTA	4	CAMPBELLS		352230/11925		3/4LB		
198	SOUP, CREAM OF POTATO	3	CAMPBELLS		08166/339669		3/4LB		
199	SOUP, HOMESTYLE CHICKEN NOODLE	6	CAMPBELLS		339661/8169		3/4LB		
200	SOUP, ITALIAN WEDDING	5	CAMPBELLS		339690/10428		3/4LB		
201	SOUP, MEXICALI TORTILLA	5	CAMPBELLS		10431/339689		3/4LB		
202	SOUP, MINESTRONE	5	CAMPBELLS		08167/339662		3/4LB		
203	SQUARE, CRUMB, IW WG	289	DAVES		325		45/2.2OZ		
204	SUPER STARS POWDERED 51% WG	53	SUPER BAKERY		9202		160/1.3OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
205	TACO NADA, TURKEY	1920	BELL TASTY		61T200B		60/50Z		
206	TACO NADA, TURKEY IW	568	BELL TASTY		61T200W		60/50Z		
207	TAMALE, CHICKEN GREEN WG	220	DEL REAL		783		48/6oz		
208	TAQUITOS, CHICKEN WG	51	POSADA		46580011		70/3.480Z		
209	TAQUITOS, CHICKEN, BULK WG	1111	MICHAEL B'S BESTWAY		CTB43		100/2.20Z		
210	TAQUITOS, CHICKEN, IW WG	25	MICHAEL B'S BESTWAY		CTB43W		50/4.40Z		
211	TOAST, GARLIC TEXAS, IW WG	99	BAKE CRAFTERS		1616		120/1.310Z		
212	TORNAD, SHRACHA CHX WG	150	RUIZ		86122		24/2.790Z		
213	TORNADO, RANGERO BF CHS WG	1400	RUIZ		86249		24/2.790Z		
214	TRKY BRKFAST ON A STICK WG	730	FOSTER FARMS		94113		60/cs		
215	TRKY TACO NADA, BREAKFAST	266	BELL TASTY		6BTT480B		60/40Z		
216	TRKY TACO NADA, BREAKFAST IW	1097	BELL TASTY		6BTT480W		60/40Z		
217	TURKEY HAM, HICKORY SMOKED	32	FOSTER FARMS		6845		2/5-6LB		
218	TURKEY, GROUND	2	CAROLINA		70029/528070		4/5LB		
219	TURKEY, TC WHL ROASTED, RAW	5	FOSTER FARMS		2550		2/18LB		
220	ULTRA BREAD SLICE PUMPKIN	5	SUPER BAKERY		6075		70/3.40Z		
221	VEGETABLES, MIXED	305	WORLDS FINEST		10912		1/20LB		
222	WAFFLE, BELGIAN, WG	566	KRUSTEAZ		80483/598009		72/2.40Z		
223	WAFFLE, DUTCH, 51% WG	1083	J & J SNACK FOODS		4521		48/2.90Z		
224	WAFFLE, GLUTEN FREE	3	VANS NATURAL		30206/560404		12/9 oz		
225	WAFFLE, MAPLE MADNESS MINI	150	PILLSBURY		32265		72/2.470Z		
226	WAFFLE, MAPLE TFF WG	491	BAKE CRAFTERS		1556		144/1.40Z		
227	WAFFLE, MINI CINN WG	138	EGGO		38000-92313		72/2.640Z		

Line Item No.	Description	Usage	Manufacturer	Mfr. Item No.	Alternate Mfr.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
228	WAFFLE, MINI MAPLE WG	1050	EGGO	38000-92315			72/2.65OZ		
229	WAFFLE, SNACK'N, CHOC CHI, WG	12	SMUCKERS	33662			72/2.4 oz		
230	WAFFLE, WG	84	KRUSTEAZ	40321/477114			144/1.42OZ		
231	WRAP, LAVASH 8x10 WG	150	CALIFORNIA LAVASH	1422			8/12 ct		
	REFRIGERATED								
232	BACON, PRE-COOKED	411	DAILY'S	816297			2/150CT		
233	CHEESE, PARMESAN	50	KRAFT	134929j			24OZ		
234	CHEESE, PARMESAN, GRATED	20	KRAFT	01086/462643			12/1LB		
235	CHEESE, PARMESAN, SHREDDED	15					6/2 lb		
236	CHEESE, PARMESAN, GRATED IW	80	SARGENTO	462436/32301			200/3.5GR		
237	CHICKEN BASE, LS	26	KNORR	50742/629829			6/1LB		
238	CHIPOTLE BASE	5	MINORS	86069/360423			6/14.4OZ		
239	CREAM CHEESE, POUCHES IW	495	PHILADELPHIA	377728/61120			100/1OZ		
240	CREAM CHEESE, STRAWBERRY, CUPS	300	PHILADELPHIA				100/1OZ		
241	DILL CHIPS, 1/8" CARTWHEEL	468	HOWADE	1501			4/1GL		
242	DRESSING, CAESAR	5	KENS FOODS	728			4/1GL		
243	DRESSING, CHIPOTLE RANCH	6	KENS FOODS	1152			4/1GL		
244	DRESSING, LITE CAESAR	14	KENS FOODS	808			4/1GL		
245	DRESSING, LITE RANCH, CUPS	382	NATURALLY FRESH	30003420			100/1oz		
246	DRESSING, SESAME ORIENTAL	110	KENS FOODS	619			4/1GL		
247	HUMMUS, CLASSIC	105	KRONOS	428935/383452			2/4LB		
248	JUICE, BERRY BLAST	125	NAKED JUICE	63117			8/10OZ		
249	JUICE, BLUE MACHINE	101	NAKED JUICE	82592010377			8/10OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
250	JUICE, GREEN MACHINE	113	NAKED JUICE		63076		8/10OZ		
251	JUICE, MIGHTY MANGO	111	NAKED JUICE		63072		8/10OZ		
252	JUICE, SMOOTHIE, BERRY BOOST	70	BOLTHOUSE		BB3BF9		9/11OZ		
253	JUICE, SMOOTHIE, GREEN GOODNESS	40	BOLTHOUSE		GG3BF9		9/11OZ		
254	JUICE, SMOOTHIE, MANGO	100	BOLTHOUSE		MS3BF9		9/11OZ		
255	JUICE, STRAWBERRY BANANA	103	NAKED JUICE		63071		8/10OZ		
256	JUICE, STRAWBERRY MANGO	50	NAKED JUICE		*		8/10OZ		
257	PICKLES, HAMBURGER, CRINKLE CUT	3	HEINZ		75991013		6/5.75LB		
258	SOUR CREAM CUPS	19	LAND O LAKES		64421/521241		100/1OZ		
259	SOUR CREAM, FAT FREE	6	LAND O LAKES		64407		100/1OZ		
260	SWEET RELISH	11	HOMADE		1601		4/1GL		
261	TORTILLAS, 10" UG WW FLOUR	315	ROMEROS		210262UG		6/2DZ		
262	TORTILLAS, 6" ULTRA GRAIN, 2CT	15	ROMEROS		206022UG		144/2CT		
263	TROPICANA PREMIUM JUICE	50	TROPICANA		75715		24/10OZ		
264	YOGURT, TRIX RASP RAINBOW	666	GENERAL MILLS		17725		48/4OZ		
265	YOGURT, TRIX STRAW/BANANA	353	GENERAL MILLS		17726		48/4OZ		
266	YOGURT, VANILLA, NON FAT	111	UPSTATE FARMS		460630/113234		4/5LB		
	DRY								
267	BAKING SODA	11					12/28 oz		
268	BAR, CEREAL, CINN TOAST CRUNCH	357	GENERAL MILLS		45576		96/1.42OZ		
269	BAR, CEREAL, COCOA PUFFS	421	GENERAL MILLS		45577		96/1.42OZ		
270	BAR, CEREAL, FRUIT AND GRAIN IW	24	FIELDSTONE		547595/9773		192/1.38 oz		
271	BAR, CEREAL, NUTRIGRAIN APPLE CINN IW	185	KELLOGGS		38000-59779		96/1.55 oz		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
272	BAR, CEREAL, NUTRIGRAIN STRAWBERRY IW	319	KELOGGS		38000-59772		96/1.55 oz		
273	BAR, CEREAL, TEAM CHEERIOS STRWBRY	129	GENERAL MILLS		31914		96/1.42OZ		
274	BAR, GRANOLA, CHEWY CHOC CHIP	30	QUAKER		31182		96/ 84 oz		
275	BAR, GRANOLA, COCOA KRISPIES	123	KELOGGS		38000-91612		96/1.34 oz		
276	BAR, GRANOLA, OATS & HONEY	15	NATURES VALLEY		23820		168/1.5OZ		
277	BAR, KRISPIES, MIXED BERRY	64	KELOGGS		54937		96/1.27 oz		
278	BAR, CEREAL, APPLE CINN CHEWY, IW	51	KELOGGS		38000-48396		96/1.27 oz		
279	BAR, CEREAL, TRIX	317	GENERAL MILLS		31915		96/1.42OZ		
280	BEANS, BAKED	8	BUSH BROS*		197631/001619		6/#10		
281	BEANS, BLACK	93	TEASDALE*		TEA-ADB-0610		6/#10		
282	BEANS, GARBANZO, SULFITES FREE	36	TEASDALE*		TEA-FOB-0610		6/#10		
283	BEANS, KIDNEY, DK, RED	47	TEASDALE*		TEA-DA-0610		6/#10		
284	BEANS, PINTO, US GRADE A FANCY	346	TEASDALE*		TEA-EB-0610		6/#10		
285	BEANS, SMOOTH REFRIED	236	SANTIAGO		82948		6/29.77OZ		
286	BEANS, VEGETARIAN W/ TOMATO SAUCE, US GRADE B	290					6/#10		
287	BEEF JERKY, ORIGINAL RS	33	JACK LINKS		7721		48/ .85OZ		
288	BEEF JERKY, TERIYAKI RS	9	JACK LINKS		7717		48/ .85OZ		
289	BEEFS, SHOESTRING STOKELY	29	SENECA*		9010/32483		6/#10		
290	CARROTS, SLICED	202	CALI GIRL*		92822		6/#10		
291	CATSUP PACKET, IW	739	HEINZ				1000/9GM		
292	CEREAL, BOWLPAK, 1 OZ GRAIN EQ. (LIST ALL FLAVORS AND PRICING)	752	GENERAL MILLS, MALTO MEAL, KELLOGGS				96 CT		
293	CEREAL, BOWLPAK, 2 OZ GRAIN EQ. (LIST ALL FLAVORS AND PRICING)	165	GENERAL MILLS, MALTO MEAL, KELLOGGS				48 CT		
294	CEREAL, BULK, WG (LIST ALL FLAVORS AND PRICING)	100	GENERAL MILLS, MALTO MEAL, KELLOGGS				4/50 OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
295	CEREAL, FRUIT LOOPS RED SUGAR POUCH, WG	35	KEILLOGGS		38000-11467		96/10Z		
296	CHEX MIX, SIMPLY SNACK CHEDDAR WG	185	GENERAL MILLS		31932		60/ 92 OZ		
297	CHEX MIX, SIMPLY STRAWBERRY YOGURT, IW	155	GENERAL MILLS				60/1.03 oz		
298	CHILI MIX, QUICKSTART HOMESTYLE	30	BASIC AMERICAN		479520/10298		6/20.8OZ		
299	CHIP, FANTASTIX FLAMIN' HOT WG	458	CHEETOS		43578		104/10Z		
300	CHIPS, TORTILLA STRIPS WG	758	ROMEROS		512120		12/1LB		
301	CHIPS, BAKED BBQ	317	LAYS		32078		60/ 875OZ		
302	CHIPS, BAKED FRIES CHDR CHEESE	494	TGI FRIDAYS		31169		72/10Z		
303	CHIPS, BAKED KC MASTERPIECE	299	LAYS		44395		64/1.125OZ		
304	CHIPS, BAKED POTATO	83	LAYS		44396		64/1.125OZ		
305	CHIPS, BAKED SOUR CREAM & ONION	113	LAYS		33627		60/ 875OZ		
306	CHIPS, BAKED SOUR CREAM & ONION	94	LAYS		44398		64/1.125OZ		
307	CHIPS, BAKED TORTILLA SCOOPS WG	264	TOSTITOS		42537		72/ 875OZ		
308	CHIPS, BBQ	166	POP CHIPS		70220		24/0.8OZ		
309	CHIPS, CHEETO PUFFS WG RF	86	CHEETOS		21910		72/ 7OZ		
310	CHIPS, CHILI CHEESE FANTASTIX WG	157	CHEETOS		36098		104/10Z		
311	CHIPS, CORN, ORIGINAL	22	FRITO		19852		120/ .75OZ		
312	CHIPS, CRAZY HOT POTATO	35	POP CHIPS		70120		24/0.7OZ		
313	CHIPS, DRIED APPLE	50	TREE TOP		5260		125/ .34OZ		
314	CHIPS, KETTLE CLASSIC	41	LAYS		25115		64/1.375OZ		
315	CHIPS, KETTLE JALAPENO	50	LAYS		25111		64/1.375OZ		
316	CHIPS, KETTLE SALT & VINEGAR	55	LAYS		25113		64/1.375OZ		
317	CHIPS, MULTIGRAIN HARVEST CHEDDAR WG	754	SUN CHIPS		11152		104/10Z		

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318	CHIPS, MULTIGRAIN MIX HRVST CHDR	20	SUN CHIPS		30820		104/.875		
319	CHIPS, MULTIGRN GARDEN SALSA WG	455	SUN CHIPS		36445		104/1OZ		
320	CHIPS, MUTIGRAIN SNACKS ORIGINAL WG	234	SUN CHIPS		11151		104/1OZ		
321	CHIPS, ONION BAKED SNACK WG	100	FUNTUNS		66689		104/.75		
322	CHIPS, OVEN BAKED CHEDDAR SOUR CREAM	141	RUFFLES		56882		60/ 8OZ		
323	CHIPS, OVEN BAKED CRUNCHY FLAMIN WG	1744	CHEETOS		62984		104/.875OZ		
324	CHIPS, OVEN BAKED CRUNCHY WG	188	CHEETOS		62933		104/.875OZ		
325	CHIPS, OVEN BAKED POTATO CRISPS REG	89	LAYS		33625		60/.875OZ		
326	CHIPS, POTATO	288	LAYS		11045		104/1oz		
327	CHIPS, PUFFS FLAMIN HFT WG RD	223	CHEETOS		21912		72/.7OZ		
328	CHIPS, REDUCED FAT COOL RANCH WG	750	DORITOS		36096		72/1OZ		
329	CHIPS, REDUCED FAT NACHO CHEESE WG	824	DORITOS		31748		72/1OZ		
330	CHIPS, RF FLAMAS TORTILLA	406	DORITOS		62829		72/1OZ		
331	CHIPS, RF SPICY SWEET CHILI CHIPS WG	422	DORITOS		49093		72/1OZ		
332	CHIPS, ROUND TORTILLA	22	LA TAPATIA		177502		12/11B		
333	CHIPS, SCO POTATO	6	POP CHIPS		70228		24/0.8OZ		
334	CHIPS, TORTILLA CHIPS YLW ROUND IW WG	154	SNACK KING		260529		80/2OZ		
335	COFFEE, CLASSIC ROAST	22	FOLGERS*		980094558		6/51OZ		
336	COOKIE, DR. SEUS'S GREEN EGG	127	KIDS KOOKIE		3027		144/.7OZ		
337	COOKIE, FORTUNE	12	C PACIFIC*		MISC414		35OCT		
338	COOKIE, HOLIDAY WREATH, IW	10	KIDS KOOKIE		9082		168/.7OZ		
339	COOKIE, JACK O' LANTERN IW	16	KIDS KOOKIE		9030		160/.7OZ		
340	COOKIE, SHAMROCK COOKIE	127	KIDS KOOKIE		3045		152/.7OZ		

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341	COOKIE, SHAMROCK COOKIE IW	15	KIDS KOOKIE		9045		152/.7OZ		
342	COOKIE, SPRING EGG ASSORTED IW	14	KIDS KOOKIE		9012		144/.7OZ		
343	COOKIE, TURKEY SPICE COOKIE IW WG	13	KIDS KOOKIE		9005		160/1OZ		
344	COOKIE, VALENTINE	136	KIDS KOOKIE		3050		160/.7OZ		
345	COOKIE, VALENTINE IW	14	KIDS KOOKIE		9050		160/.7OZ		
346	COOKIES, SHTRBD MINI CKY NUT FREE WG	120	SKEETER		629531/03180		192/1.06OZ		
347	CORN, WHOLE KERNEL LS US GRADE	1564	SENECA*		36763		6/#10		
348	CRACKERS CINNAMON GRAHAM'S WG	15	MJM		308151		150/3CT		
349	CRACKERS, 51% WINTER CINNAMON SNACKS WG	12	SMART FOODS		57073		200/1OZ		
350	CRACKERS, ABC MIXED BERRY GRAHAM'S, 51% WG	80	J & J SNACK FOODS		56074		200/1 OZ		
351	CRACKERS, ALL CHOCOLATE, SPORTS BITES WG	150	MJM		512150		150/1OZ		
352	CRACKERS, ANIMAL, WG	16	BISCOMERICA		20012		100/1 oz		
353	CRACKERS, ANNIES BUNNY GRAHAM'S FRIENDS	23	GENERAL MILLS		600237		100/1.25		
354	CRACKERS, APPLE CINNAMON BEAR GRAHAM'S WG	71	MJM		403001		300/1 OZ		
355	CRACKERS, BELLY BEAR, WG GRAHAM, IW	220	J&J SNACK FOODS				200/1oz		
356	CRACKERS, CHEDDAR GOLDFISH WG	557	PEPPERIDGE FARM		18105/484764		300/.75OZ		
357	CRACKERS, CHEEZ-IT CRACKER WG IW	688	KELLOGGS		24100-79263		175/.75OZ		
358	CRACKERS, CHOCOLATE BEAR GRAHAM'S, WG	297	MJM		402001		300/1 OZ		
359	CRACKERS, CINNAMON GRAHAM BUG BITE	16	KELLOGGS		30100-55644		210/1OZ		
360	CRACKERS, ELF GRAHAM CHOCOLATE IW	24	KELLOGGS		30100-40239		150/1OZ		
361	CRACKERS, ELF GRAHAM CINNAMON IW	849	KELLOGGS		30100-40221		150/1OZ		
362	CRACKERS, GIANT CINN GOLDFISH GRAHAM'S WG	8	PEPPERIDGE FARM		15094		300/.9OZ		
363	CRACKERS, GOLDFISH FRENCH TOAST WG	250	PEPPERIDGE FARM		25082		300/1OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
364	CRACKERS, GOLDFISH HONEY BUN WG	500	PEPPERIDGE FARM		25083		300/10Z		
365	CRACKERS, GOLDFISH PRETZELS WG	200	PEPPERIDGE FARM		396982/14396		300/.75OZ		
366	CRACKERS, GOLDFISH, RAINBOW	286	PEPPERIDGE FARM		4788		300/.75OZ		
367	CRACKERS, HARVEST WHEAT IW	11	KELLOGGS		24100-11455		300/2CT		
368	CRACKERS, HONEY GRAHAM WITH FIBER 3	2095	KEEBLER		30100-91819		150/.81OZ		
369	CRACKERS, HOT N' SPICY GOLDFISH WG	14	PEPPERIDGE FARM		17330		300/.75OZ		
370	CRACKERS, JUNGLE, 51% WG	42	J & J SNACK FOODS		39085		200/1 OZ		
371	CRACKERS, MAPLE SUNRISE BITES WG	101	MJIM		570150		150/1 oz		
372	CRACKERS, MINI CHOC CHIP GRAHAM WG	112	SKEETER		03179/622307		192/1.2OZ		
373	CRACKERS, ORIGINAL WHEAT	17	KEEBLER		30100-05066		300/ 2ct		
374	CRACKERS, SCOOBY DOO GRAHAM STIX IW	252	KELLOGGS		30100-50689		210/1OZ		
375	CRACKERS, STRAWBERRY DINO GRAHAMS	156	MJIM		407001		300/2CT		
376	CRACKERS, VANILLA BEAR GRAHAMS WG	36	MJIM		404001		300/1 OZ		
377	CRACKERS, VANILLA DOT GRAHAMS WG	109	J & J SNACK FOODS		56073		200/1OZ		
378	CRACKERS, VANILLA SOUND BITES WG	161	MJIM		544150		150/1OZ		
379	CRACKERS, WHEAT BASIC	27	BACK TO BASICS JNS		37501		150/.8OZ		
380	CRACKERS, ZESTA SALTINES	412	KEEBLER		30100-01008		500/2PK		
381	CRACKERS, SAVORY WHEAT	1565	MJIM		781100		100/2OZ		
382	CRAISINS, DRIED CRANBERR-CHERRY	202	OCEAN SPRAY		23444		200/1.16OZ		
383	CRAISINS, DRIED CRANBERR-STRWB	738	OCEAN SPRAY		23445		200/1.16OZ		
384	CRAISINS, DRIED CRANBRRY- WATERMELON	200	OCEAN SPRAY		22044		200/1.16OZ		
385	CRAISINS, DRIED CRANBRRY-BLUBRRY	56	OCEAN SPRAY		23446		200/1.16OZ		
386	CRAISINS, OCEAN SPRAY ORIGINAL	2	OCEAN SPRAY		263066bg		64OZ (BAG)		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
387	CREAMER, FRENCH VANILLA IW	28	COFFEEMATE*		356550/35070			180/.380Z		
388	CREAMER, REGULAR IW	7	COFFEEMATE*		356761/35120			180/.380Z		
389	CROUTONS, CHS GARLIC, WG IW	273	SUGAR FOODS		74627/595447			250/.50Z		
390	CROUTONS, CUBE SEASONED IW	56	SUGAR FOODS		493241/74470			250/.250Z		
391	DRESSIN, SESAME ORIENTAL	12	MARZETTI		41464			4/1GL		
392	DRESSING MIX, ITALIAN - NO MSG	42	FOOTHILL FARMS		436377/407-IG190			18/6-50Z		
393	DRESSING MIX, RANCH	26	FOOTHILL FARMS		436358/400-JA190			18/3-20Z		
394	DRESSING MIX, RANCH	24	FOOTHILL FARMS		436366/400-46190			25LB		
395	DRESSING, 1000 ISLAND IW 1.5oz.	25	MARZETTI		81987			60/1.5 oz		
396	DRESSING, ASIAN SESAME, IW	30	KENS FOODS		1145B3			60/1-50Z		
397	DRESSING, ASIAN, IW 1.5oz.	75	MARZETTI		81290			60/1.5 oz		
398	DRESSING, BALSAMIC IW	6	MARZETTI		84258			60/1-50Z		
399	DRESSING, BUTTERMILK RANCH	1044	AMERICANA, PORTION PAK, SONA HOLLEN					200/12GM		
400	DRESSING, CAESAR	10	MARZETTI, KENS FOODS					4/1 gal		
401	DRESSING, CAESAR IW 1.5oz.	110	MARZETTI		82000			60/1.5 oz		
402	DRESSING, CAESAR, PACKETS	191	KENS FOODS		KE827B3			60/1-50Z		
403	DRESSING, COLESLAW	8	KENS FOODS		870			4/1GL		
404	DRESSING, FF RANCH, POUCH	5	KRAFT		377789/64962			200/.440Z		
405	DRESSING, ITALIAN	11						200/12GM		
406	DRESSING, ITALIAN IW 1.5oz.	40	MARZETTI		81979			60/1.5 ozcs		
407	DRESSING, RANCH	303	KENS FOODS		789			4/1GL		
408	DRESSING, RANCH IW 1.5oz.	293	KRAFT, KENS FOODS					60/cs		
409	DRESSING, RANCH PACKETS IW	150	SONA HOLLEN		47233			200/12GR		

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410	FLOUR, ALL PURPOSE	35	GOLD MEDAL		14314		50LB		
411	FRUIT MIX, GRADE B, PACKED W/ NATURAL JUICE	410					6/#10		
412	FRUIT ROLL UP, RED SUGAR STRAWBERRY	167	GENERAL MILLS		29162		96 ct		
413	FRUIT ROLL-UP, CRAZY COLOR	24	GENERAL MILLS		1600011561		96CT		
414	FRUIT ROLL-UP, HOT COLORS	10	GENERAL MILLS		1600011566		96CT		
415	FRUIT SNACKS, ASSORTED	11	MOTTIS		47954		144/1.6OZ		
416	FRUIT SNACKS, FS BERRIES N CHERRIES	16	WELCHS		14492		144/1.55 oz		
417	FRUIT SNACKS, FS MIXED FRUIT	99	WELCHS		14498		144/1.55 oz		
418	FRUIT SNACKS, FS STRAWBERRY	6	WELCHS		14496		144/1.55 oz		
419	FRUIT SNACKS, MIXED BERRY	6	MOTTIS		16000-47953		144/1.6OZ		
420	FRUIT SNACKS, SMOOBY DOO	84	GENERAL MILLS		1600011510		96CT		
421	FRUIT, APPLESAUCE CUP, 1W (1/2 CUP FRUIT EQUIVALENT)	721	TREE TOP, MOTTIS OR EQUAL				72/cs		
422	FRUIT, APPLESAUCE, UNSWEETENED	56	SENECA*		43500		6/#10		
423	FRUIT, APRICOT HALVES LS	12	DEL MONTE		06933/465135		6/#10		
424	FRUIT, FRUIT MIX LS	433	DEL MONTE		11696		6/#10		
425	FRUIT, MANDARIN ORANGES	212	AMERICAN ROLAND		64052		6/#10		
426	FRUIT, PEACHES, SLICED LS	271	DEL MONTE		219		6/#10		
427	FRUIT, PEACHES, YELLOW, CLING, DICED, W/ NATURAL JUICE OR WATER	503					6/#10		
428	FRUIT, PEARS, BARTLETT, DICED, W/ NATURAL JUICE OR WATER	513					6/#10		
429	FRUIT, PINEAPPLE TIDBITS IN JUICE	1009	DEL MONTE		2001692/381946		6/106OZ		
430	GATORADE, G2 CLEAR MIXED BERRY	204	GATORADE		13297		24/12OZ		
431	GATORADE, G2 FRUIT PUNCH	249	GATORADE		12202		24/12OZ		
432	GATORADE, G2 GLACIER FREEZE	246	GATORADE		12007		24/12OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
433	GATORADE, G2 GRAPE	67	GATORADE		12203		24/12OZ		
434	GATORADE, G2 ORANGE	60	GATORADE		12204		24/12OZ		
435	GELATIN MIX, CHERRY	3	DIAMOND CRYSTAL		53638		12/24OZ		
436	GELATIN MIX, ORANGE	10	DIAMOND CRYSTAL		53655		12/24OZ		
437	GELATIN MIX, STRAWBERRY	6	DIAMOND CRYSTAL		53668		12/24OZ		
438	GRANOLA, BACKPACKER SMORES	5	NATURE VALLEY		47296		36/1.24OZ		
439	GRANOLA, CEREAL BULK	63	FELDSTONE		547610/09799		4/50 OZ		
440	GRANOLA, CEREAL IW	796	FELDSTONE		547608/09796		100/2 oz		
441	GRANOLA, CEREAL IW	240	FELDSTONE		5996596/09788		144/1 oz		
442	GRANOLA, CEREAL OATS N' HONEY	5	NATURE VALLEY		16000-271111-8		4/ 50 oz		
443	GRANOLA, CHOCOLATE, POUCH	1134	ROCKIN'OLA		8004124		125/2OZ		
444	GRANOLA, CINNAMON GRANOLA BULK PACK WG	313	MALT O MEAL		7485		4/50OZ		
445	GRANOLA, STRAWBERRY POUCH	483	ROCKIN'OLA		8004117		125/2OZ		
446	GRAVY MIX, BROWN	25	FOOTHILL FARMS				8/14 oz		
447	GRAVY MIX, CHICKEN	10	FOOTHILL FARMS				8/14oz		
448	GRAVY MIX, TURKEY- NO MSG	30	TUF		430428/0791-10700		8/14OZ		
449	GRAVY, CHICKEN, MIX NO MSG	102	TUF		430423/0731-10700		8/14OZ		
450	GREEN BEANS, CUT, US GRADE, LS	387	CHH		38180		6/#10		
451	GREEN CHILES, DICED	8	DEL SOL		41212		6/#10		
452	GREEN CHILIES, DICED	7	LAS PALMAS		16025		12/27OZ		
453	HUMMUS, TRADITIONAL, CUPS	11	TRUITT FAMILY		5081		96/3 oz		
454	JALAPENOS, SLICED	194	DEL SOL		DS00115		6/#10		
455	JAM, STRAWBERRY, FOIL POUCH	6	HEINZ		78000431		200/0.50OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
456	JELLY, GRAPE	3					6/#10		
457	JUICE ORGN TNGRN SPARKLING	252	SWITCH		314		24/8OZ		
458	JUICE, 100% BERRY	28	JUICY JUICE		56		40/4.23OZ		
459	JUICE, 100% FRUIT DIVE	4756	CAPRI SUN		505042/001469		40/6OZ		
460	JUICE, 100% FRUIT MEDLEY	19	TROPICANA		2145		15/10OZ		
461	JUICE, 100% FRUIT PUNCH	129	SNAPPLE		12652		24/11.5OZ		
462	JUICE, 100% GRAPE	61	SNAPPLE		12653		24/11.5OZ		
463	JUICE, 100% GRAPEFRUIT	52	IZZE		15047		24/8.4OZ		
464	JUICE, 100% GREEN APPLE	57	SNAPPLE		1856		24/11.5OZ		
465	JUICE, 100% ORANGE MANGO	67	SNAPPLE		12651		24/11.5OZ		
466	JUICE, 100% SPARKLING TROP PINEAPPLE	253	SWITCH		9C2480TP		24/8OZ		
467	JUICE, 100% STRAWBERRY ORG	89	TROPICANA		2146		15/10OZ		
468	JUICE, ACAI	40	ENVY		2039		24/8.3OZ		
469	JUICE, APPLE	110	ENVY		2008		24/8.3OZ		
470	JUICE, APPLE SPLASH 100%	4600	CAPRI SUN		505040/001421		40/6OZ		
471	JUICE, BERRY 100%	2834	CAPRI SUN		505041/001445		40/6OZ		
472	JUICE, BLACK CHERRY	167	SWITCH		9C2480BC		24/8OZ		
473	JUICE, DRAGON PUNCH	141	COOL TROPICS		12004-R4		60/4OZ		
474	JUICE, FRUIT PUNCH	110	ENVY		2015		24/8.3OZ		
475	JUICE, FRUIT PUNCH	437	SWITCH		9C2480FP		24/8OZ		
476	JUICE, GRAPE SPARKLING	148	SWITCH		313		24/8OZ		
477	JUICE, HARDCORE APPLE	431	SWITCH		9C2480AJ		24/8OZ		
478	JUICE, KIWI BERRY	260	SWITCH		9C2480KB		24/8OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
479	JUICE, MANGO SWIRL VEG & FRUIT	35	JUICEBOWL		470		44/4.23OZ		
480	JUICE, MANGO SWIRL VEG & FRUIT	25	JUICEBOWL		471		40/6.75OZ		
481	JUICE, SMOOTHIE, SWITCH MANGO	8	SWITCH		003545M		24/8OZ		
482	JUICE, SPARKLING APPLE	473	IZZE		476209/01507		24/8.4OZ		
483	JUICE, SPARKLING BLACKBERRY	180	IZZE		476206/01502-3		24/8.4OZ		
484	JUICE, SPARKLING CLEMENTINE	47	IZZE		476208/01505		24/8.4OZ		
485	JUICE, SPARKLING PEACH	46	IZZE		1052-0		24/8.4OZ		
486	JUICE, SPARKLING POMEGRANATE	10	IZZE		476210/01508		24/8.4OZ		
487	JUICE, STRAWBERRY	80	ENVY		2022		24/8.3OZ		
488	JUICE, WTRMLN STRWBRY SPARKLING	305	SWITCH		316		24/8OZ		
489	KETCHUP, 33%	25	HUNTS		27000-38251		6/#10		
490	KRISPIES TREAT, RICE IW WG	332	KELLOGGS		38000-11052		80/1.41OZ		
491	KRISPIES TREAT, CHOC CHIP WG	14	KELLOGGS		38000-14567		80/1.59OZ		
492	KRISPIES TREAT, RICE MINI IW WG	307	KELLOGGS		38000-14540		600/.42OZ		
493	KRISPIES TREAT, RICE, MINI, COCOA, IW WG	150	KELLOGGS		38000-18461		600/0.39OZ		
494	MAYONNAISE, PACKETS	561	AMERICANA		78000844		500/9GM		
495	MAYONNAISE, LITE	90	KENS FOODS		892		4/1GL		
496	MILK, 1% WHITE	81	GOSSNER		947025		27/8 OZ		
497	MILK, ALMOND, ASEPTEIC CONTAINER, SHELF STABLE	10					64 oz		
498	MILK, CONDENSED SWEETENED	5	CHEFS QUALITY*		362288		24/14OZ		
499	MILK, EVAPORATED	37	CARNATION		362181		8/12OZ		
500	MILK, FAT FREE CHOCOLATE	166	GOSSNER		950010		27/8 OZ		
501	MILK, SOY, VANILLA FLAVOR	75	KIKKOMAN INTERNATIONAL		6184		24/8 OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
502	MUSTARD	19	WALKER*		40207		4/1GAL		
503	MUSTARD PACKETS	208	AMERICANA*		78000839		500/5.5GM		
504	MUSTARD, DILON	20	GREY POUAPON		00055/375953		6/24OZ		
505	NOODLES, CRUNCHY, DRY, CHOW MEIN	9	LA CHOY		44300-12620		6/24OZ		
506	OATMEAL BAR, DOUBLE CHOC.WG	5	BETTY CROCKER		45566		144/1.24OZ		
507	OATMEAL, MAPLE/BROWN SUGAR IW	10	QUAKER		43665		48/1.5OZ		
508	OATS, QUICK, TUBES	20	QUAKER		43285		12/42OZ		
509	OIL, CANOLA SALAD	4	VENTURA FOODS		58500		2/17.5LB		
510	OIL, PURE SESAME EA	5	PAN CHI		572126		56OZ		
511	OIL, SOYBEAN SALAD	32	VENTURA FOODS*		54107-CHP		6/1GL		
512	OIL, VEGETABLE	26	PREMIER*		KPVG-128		6/1GL		
513	OLIVES, SL BLACK	14	JACKPOT*		OLIVE601		6/#10		
514	PANCAKE MIX, WG	15	GOLD MEDAL		31527/497364		6/5LB		
515	PAN COATING, AEROSOL	8	BUTTER BUDS, VEGALINE				6/17OZ		
516	PAN COATING, AEROSOL	54	VEGALENE		400846/22021		6/21OZ		
517	PAN COATING, GARLIC BUTTERMIST SPRAY	9	BUTTER BUDS, VEGALINE		56367		6/17OZ		
518	PASTA, 10" SPAGHETTI	15	COSTA MACARONI MFG		2CSPA		20LB		
519	PASTA, 20" LASAGNA NOODLES	6	COSTA MACARONI MFG		1LAS		10LB		
520	PASTA, 20" SPAGHETTI	11	COSTA MACARONI MFG		2SPA		20LB		
521	PASTA, 51% WG ROTINI	25	DAKOTA GROWERS		548230/6738792021		20LB		
522	PASTA, 51% WG SPAGHETTI	24	DAKOTA GROWERS		548228/6738791322		2/10LB		
523	PASTA, RAINBOW ROTINI	5	COSTA MACARONI MFG		2RIN		2/10LB		
524	PASTA, ROTINI NOODLES	5	COSTA MACARONI MFG		2RTN		20LB		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
525	PASTA, WG 100 % PENNE	6	BARILLA		616136/1000013		2/160 oz		
526	PASTA, WG 100% ROTINI	20	BARILLA		616138/1000013		2/160 oz		
527	PASTA, WG 100% SPAGHETTI	383	BARILLA		616137/1000013340		2/1600Z		
528	PEANUT BUTTER, CREAMY	91	AZAR		6516096/572954		6/5LB		
529	PEAS, GREEN	20	CHOICE		7022207425		6/#10		
530	PEDISURE IW 8 OZ. PROVIDE FLAVOR OPTIONS	20	PEDIASURE				24/8 oz		
531	POP TART, WG FUDGE POP TARTS 1CT	178	KELLOGGS		38000-12070		120/1.760Z		
532	POPCORN, KETTLECORN	373	INDIANA		65		48/1 oz		
533	POPCORN, WHITE CHEDDAR	56	SMARTFOODS		25566		72/ 50Z		
534	POPTART, CINNAMON FROSTED IW WG	165	KELLOGGS		38000-55125		72/3-520Z		
535	POPTART, FROSTED CINN FRSTD WG	444	KELLOGGS		38000-55122		120/1.760Z		
536	POPTART, STRAWBERRY FRSTD IW WG	254	KELLOGGS		38000-55133		72/3-520Z		
537	POPTART, STRAWBERRY WG	862	KELLOGGS		38000-55130		120/1.760Z		
538	POTATO, FLAKES, INSTANT	42	BASIC AMERICAN		20696		40LB		
539	POTATOES, DICED	231	BASIC AMERICAN		12952/366874		6/2.5LB		
540	PRETZEL, SNACKABLE PRETZEL STICKLETS WG 1G	100	BAKE CRAFTERS				250/.75 oz		
541	PRETZELS, HEARTZELS WG	46	ROLD GOLD		15940		104/.700Z		
542	RAISINS	1257	SUN MAID		2020		144/1.330Z		
543	RAISINS, GOLDEN, LEMON FLVRD	12	SUN MAID		04-05085-000		144/1.330Z		
544	RAISINS, GOLDEN, STRWBRY FLVRD	29	SUN MAID		04-05086-000		144/1.330Z		
545	RAISINS, SEEDLESS	187	IMPERIAL		93873171/10108855		144/1.50Z		
546	RAVIOLI CN LABEL	750	CHEF BOYARDEE		81080		6/#10		
547	RICE, BROWN, PARBOILED	12	RICELAND		3520026225		25LB		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
548	RICE, BROWN, WG, PARBOILED	1718	PRODUCERS RICE		R2PX25QCO/575032		25LB		
549	RICE, PARBOILED	221	PEAK		189664530		1/25LB		
550	SALSA	40	LA VICTORIA, SANTIAGO				4/ 1 gal		
551	SALSA FRESCA	32	LA PATRONA		42772		4/8.5LB		
552	SALSA VERDE	40	LA PATRONA		42786		4/8.5LB		
553	SALSA, EMBASA MEDIUM SALSA VERDE	6	LA VICTORIA		7874		6/#10		
554	SALSA, TOMATILLO VERDE	7	DEL SOL		8394		6/#10		
555	SAUCE, AVOCADO, FROZEN	45	CALAVO				6/4#		
556	SAUCE, BBQ	10	KC MASTERPIECE		05418/375676		4/1GAL		
557	SAUCE, BBQ	60	PORTION PAC*		78000396		200/12GR		
558	SAUCE, BBQ	221	SWEET BABY RAYS		0440HF		4/1GAL		
559	SAUCE, BBQ, ORIGINAL	22	GAYLES		10307		4/1GL		
560	SAUCE, BBQ, PACKETS IW	159	PORTION PAC*		78000397		500/12GR		
561	SAUCE, CRANBERRY	6	OCEAN SPRAY		1401		6/101OZ		
562	SAUCE, HOT CHILI, SRIRACHA	135	HUY FONG		CHIU100		500/9GM		
563	SAUCE, HOT, PACKETS	759	TAPATIO		193		500/7GR		
564	SAUCE, MARINARA	106	CHH*		41297		6/#10		
565	SAUCE, RED ENCHILADA	124	LA VICTORIA		07812/02505		6/#10		
566	SAUCE, SOY, LOW SODIUM	206	KIKKOMAN INTERNATIONAL		116		500/.33OZ		
567	SAUCE, SOY, PACKETS IW	83	SONA HOLLEN		47436		500/9GR		
568	SAUCE, SPAGHETTI	61	CHH*		1018		6/#10		
569	SAUCE, SWEET & SOUR, PACKET	29	MINH		69737		250/.4OZ		
570	SAUCE, TACO, PACKETS IW	94	SONA HOLLEN*		13661		500/9GR		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
571	SAUCE, TARTAR	40	AMERICANA*		78000851		200/9GM		
572	SAUCE, TERIYAKI	15	MINORS				4/ .5 gal		
573	SAUCE, TERIYAKI	5	RICH N ALL		890		4/1GAL		
574	SAUCE, TERIYAKI GLAZE	11	KIKKOMAN INTERNATIONAL		4910		6/5LB		
575	SEASONING, IW TAJIN 1.5 GM	80	TAJIN				1.5 gm		
576	SEASONING, LS FRUIT SHAKER	12	TAJIN		10062		24/5OZ		
577	SEASONING, LS TAJIN SEASON PACKETS	14	TAJIN		28805		1000/ .035		
578	SNACK MIX, MUNCHIE MIX KID'S	137	QUAKER		36308		104/.875OZ		
579	SNACKS, WHITE CHEDDAR PUFF	278	PIRATE BOOTY		81662407		24/ .75OZ		
580	SODA, CANNED SPRITE	3	COCA-COLA		536383		35/12OZ		
581	SODA, CLASSIC	14	COKE		24110		35/12OZ		
582	SODA, DIET CLASSIC	33	COKE		14112		35/12OZ		
583	SODA, DIET DR PEPPER	11	DR PEPPER		14208		35/12OZ		
584	SODA, REGULAR DR PEPPER	5	DR PEPPER		24208		35/12OZ		
585	SOUP, BEANS W/BACON	4	CAMPBELLS		1296		12/500Z		
586	SOUP, CONDENSED TOMATO	4	CAMPBELLS		00016/339725		12/500Z		
587	SOUP, CREAM OF CELERY	3	CAMPBELLS		1166		12/500Z		
588	SOUP, CREAM OF CHICKEN	10	CAMPBELLS		339716/01036		12/500Z		
589	SOUP, CREAM OF MUSHROOM	6	CAMPBELLS		339717/01266		12/500Z		
590	SOUP, MINESTRONE	3	CAMPBELLS		339721/01146		12/500Z		
591	SOUP, NEW ENGLAND CLAM CHOWDER	7	CAMPBELLS		339723/01366		12/500Z		
592	SPICES, BASIL LEAVES WHOLE	17	PACIFIC SPICE		BSJXF6I		24OZ		
593	SPICES, CHILI POWDER	25	PACIFIC SPICE		12090J		16OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
594	SPICES, CHILI POWDER	77	PACIFIC SPICE		CHILPWD61		5LB		
595	SPICES, CINNAMON	15	PACIFIC SPICE		CIG121		16 oz		
596	SPICES, CUMIN SEEDS GROUND	3	PACIFIC SPICE		CUMG121		1LB		
597	SPICES, DEHYDRATED CHOPPED ONION	57	PACIFIC SPICE		2OC15		15LB		
598	SPICES, DOMESTIC GARLIC POWDER	32	PACIFIC SPICE		1GP121		1LB		
599	SPICES, DOMESTIC PAPRIKA	36	PACIFIC SPICE		PAPC121		1LB		
600	SPICES, GARLIC GRANULATED	80	PACIFIC SPICE		12028j		7LB		
601	SPICES, GARLIC MINCED	3	PACIFIC SPICE		12084j		24OZ		
602	SPICES, GROUND BLACK PEPPER	33	TONES		12043j		5LB		
603	SPICES, GROUND CUMIN SEEDS	26	PACIFIC SPICE		CUMG61		5LB		
604	SPICES, GROUND ITALIAN SEASONING	20	PACIFIC SPICE		ITG121		1LB		
605	SPICES, GROUND OREGANO	67	PACIFIC SPICE		ORMG121		12OZ		
606	SPICES, GROUND WHITE PEPPER	3	PACIFIC SPICE		12044j		1LB		
607	SPICES, ITALIAN SEASON	9	PACIFIC SPICE		12033j		16OZ		
608	SPICES, ITALIAN SEASONING FLAKES	2	PACIFIC SPICE		ITC121		6OZ		
609	SPICES, ITALIAN SEASONING GROUND	10	PACIFIC SPICE		12088j		5LB		
610	SPICES, LEMON PEPPER BLEND	7	TONES		464328j		28OZ		
611	SPICES, LEMON PEPPER SEASONING-NO MSG	2	LAWRYS		80350FA		20.5OZ		
612	SPICES, ONION POWDER	10	PACIFIC SPICE		2OP12125		1.25LB		
613	SPICES, OREGANO FLAKES	10	PACIFIC SPICE		ORMED161		24OZ		
614	SPICES, PARSLEY FLAKES	93	PACIFIC SPICE		PARF61		12OZ		
615	SPICES, PEPPER PACKETS	2	N'JOY		57871		100OCT		
616	SPICES, POULTRY SEASONING	1	PACIFIC SPICE		POUL121		12OZ		

Line Item No.	Description	Usage	Manufacturer	Alternate Mfr.	Mfr. Item No.	Alternate Mfr. Item No.	Pack Size	Alternate Pack Size	Mfr. Cost to District
617	SPICES, SALT PACKETS	2	N/JOY		57864		1000CT		
618	SPICES, SALT, IODIZE	33	TRU-FLO		8423		25LB		
619	SPICES, SESAME SEED	12	PACIFIC SPICE		12091j		19OZ		
620	SUGAR PACKET	7	C&H		53378		2000/100Z		
621	SUGAR, BROWN	17	C&H		404831		25LB		
622	SUGAR, GRANULATED	87	C&H		404736		50LB		
623	SUGAR, POWDERED	22	C&H		404867		25LB		
624	SUNFLOWER BUTTER	2	SUN BUTTER				6/5#		
625	SUNFLOWER KERNELS, HONEY ROASTED	112	AZAR		7220210		150/1OZ		
626	SUNFLOWER KERNELS, OIL RSTD SALTED	47	AZAR		337379/7220010		150/1OZ		
627	SUNFLOWER KERNELS, SPICY LIME	46	AZAR		470726/7220200		150/1OZ		
628	SWEETNER, ARTIFICIAL	3	SWEET & LOW		6052		1500CT		
629	SYRUP, MAPLE POUCH IW	259	MADERA FARMS		78000374		100/1.5OZ		
630	SYRUP, MAPLE, IMITATION	96					4/1 gal		
631	SYRUP, PANCAKE CUP	2402	AMERICANA		78000841		100/1.5OZ		
632	TACO SHELLS, 6"	813	LA TAPATIA		55700/21201		200CT		
633	TEA BAGS	26	LIPITON		909541b		3/104CT		
634	TEA WITH LEMON	2	SNAPPLE		2850		24/200Z		
635	TEA, DIET PEACH	23	SNAPPLE		2847		24/200Z		
636	TEA, PEACH	2	SNAPPLE		2840		24/200Z		
637	TEA, RASPBERRY	3	SNAPPLE		2846		24/200Z		
638	TOMATO PASTE	198	CHH*		1016		6/#10		
639	TOMATOES, CRUSHED	20	CHH*		1007		6/#10		

Line Item No	Description	Usage	Manufacturer	Alternate Mfr	Mfr Item No	Alternate Mfr Item No	Pack Size	Alternate Pack Size	Mfr Cost to District
640	TOMATOES, DICED	140	CHH*		1066		6/#10		
641	TORTILLAS, 6" ULTRA FLOUR	15	MISSION FOODS		33822		24/12CT		
642	TORTILLAS, 6" MINDFUL GRAINS	4	MISSION FOODS		38475		24/12CT		
643	TORTILLAS, 6" WHITE CORN	20	MISSION FOODS		10630		6/60CT		
644	TOSTADA BOWL, LARGE 8" WG	3	WARNOCK		21300R		72 CT		
645	TUNA, ALBACORE	40	JACKPOT		TUNA002		6/66-50Z		
646	TUNA, ALBACORE	15	STARKIST		402418/23910		6/43OZ		
647	TUNA, CHUNK LIGHT IN WATER	144	BUMBLE BEE		11580		6/66-50Z		
648	TURKEY STICK	15	OLD WISCONSIN		12949		144CT		
649	VINEGAR, APPLE CIDER	20	RICH N ALL		524		4/1GAL		
650	VINEGAR, DISTILLED WHITE	77	AVO		V20001		4/1GAL		
651	VINEGAR, RICE	5	KIKKOMAN INTERNATIONAL		2020		4/1GL		
652	WATER	284	CRYSTAL GEYSER		24355		24/12OZ		
653	WATER, BERRY	27	PROPEL		169		24/16.9 oz		
654	WATER, BOTTLE PURIFIED	7828	PURE LIFE		6827493471		24/16.9OZ		
655	WATER, BOTTLE PURIFIED	1674	PURE LIFE		6827432228		48/8OZ		
656	WATER, BOTTLED, SPORTS CAP	1035	ARROWHEAD		71142710034		24/23.7OZ		
657	WATER, KIMI STRAWBERRY	35	PROPEL		171		24/16.9 oz		
658	WATER, LEMON LIME	26	PROPEL		167		24/16.9 oz		
659	WONTON STRIPS	15	SUGAR FOODS		458831/55650		10/1LB		
660	YAMS	11	JACKPOT		YAM001		6/#10		
661	YEAST, INSTANT	8	FLEISCHMANN'S		607799		2/16OZ		

The Bidder attests to having read and understands all documents contained and referenced in this bid.

I, _____ the _____ (title) of the bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the bidder in connection with this bid and all the representations herein made are true and correct.

Company Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

E-mail _____

Telephone: _____

Partnership Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Partner(s): _____

Corporation Name: _____

(a _____ Corporation¹)

Business Address: _____

Telephone: _____, President Date: _____

Signed by: _____, President Date: _____

Print Name: _____, President Date: _____

Signed by: _____, Secretary Date: _____

Print Name: _____, Secretary

[Seal]

Joint Venturer Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to Joint Venture: ***If an individual:*** _____ (Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____

Business Address: _____

Telephone: _____

If a Partnership: _____ (Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed by: _____

Print Name: _____

Title: _____

Date: _____

Business _____

Address: _____

Telephone _____

Include the above pages with bid document

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed including all contract documents as indicated and required to be submitted with this bid:

1. _____ Bid Form and Agreement
2. _____ Proposal Worksheet
3. _____ References
4. _____ Pricing Sheets
5. _____ Signature Page
6. _____ Non Collusion Declaration in Accordance with Public Contract Code Section 7106
7. _____ Information required of Bidder
8. _____ Suspension and Debarment Certifications
9. _____ Disclosure of Lobbying Activities
10. _____ Buy American Waiver
11. _____ Iran Contracting Act
12. _____ Addendums/Amendments Issued

The following documents will be requested and must be submitted prior to Intent to Award. Vendors will be contacted prior to Intent to Award and must supply documents listed below within 10 days:

13. _____ Certification by Contractor Criminal Records check
14. _____ Conflict of Interest
15. _____ Drug Free Workplace Certification
16. _____ Tobacco Use Policy
17. _____ Workman's Compensation Certificate
18. _____ Certificate of Liability Insurance
19. _____ W9
20. _____ Product Recall Program
21. _____ Disaster Contingency Plan
22. _____ Food Security and Safety Program
23. _____ Agreement

Include this page with bid document

CONTRACT TERM

The term of this base contract begins July 18, 2018 or after board approval, through August 31, 2019, and may be extended by mutual written agreement of both parties and upon Board approval, for a total contract amount not to exceed three years pursuant to Education Code.

Annual cost of services and products requested by Districts and provided by Bidder under this contract is estimated to be \$11,876,350. Actual expenditures will vary depends on the Districts needs.

AGREEMENT ACCEPTED BY VENDOR (S)

Signed by: _____

Print Name: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICTS

Signed by: _____

Print Name: _____

Title: _____

Board Approval Date: _____

**NONCOLLUSION DECLARATION IN ACCORDANCE WITH PUBLIC
CONTRACT CODE SECTION 7106**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

Information Required of Bidder

A. GENERAL INFORMATION. The bidder shall furnish the following information. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its officers, directors, shareholders, parties or principals.

1. Firm name and address: _____

2. Telephone: _____
3. FAX: _____
4. E-Mail _____
5. Type of firm: (check one) Individual ___ Partnership ___ Corporation ___
Joint Venture ___ Association ___ Other ___
6. Names and titles of all local officers of the firm:

7. Ownership: List all individuals that own 10% or more of the firm.
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____
 6. _____
8. Number of years that the firm has been in business under the present ownership:
_____ years.

9. Have you been in litigation on a question relating to your performance on a contract during the past three years? ____ If "Yes", explain, and provide case name and number:

10. Has your firm or any of its principals defaulted so as to cause a loss to a surety? ____ If the answer is "Yes", give dates, name and address of surety and details.

11. Have you been assessed liquidated damages for any project in the past three years? ____ If "Yes", explain:

12. Have you ever failed to complete a contract in the last three years? ____ If so, give owner and details:

13. Do you now or have you ever had any direct or indirect business, financial or other connection with any individual official, employee or consultant of Districts, other than purchase orders or contracts? Yes ____ No ____ If "Yes", please explain.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 2018, at _____ State of _____
City, County)

(Signature of Officer)

(Typed name of Officer)

CERTIFICATION FORMS

**SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE**

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$25,000. This form is required each time a proposal for goods/services over \$25,000 is solicited or when renewing/extending an existing contract exceeding \$25,000 per year. (Includes Food Service Management and Food Service Consulting Contracts.)

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

This certification is required by the regulations 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 REVERSE)

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.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Company Name

Address

Printed Name

Title

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

1. Type of Federal Action:

- a. Contract
- b. Grant
- c. Cooperative Agreement
- d. Loan
- e. Loan Guarantee
- f. Loan Insurance

2. Status of Federal Action:

- a. Bid/offer/application
- b. Initial award
- c. Post-award

3. Report Type:

- a. Initial filing
- b. Material change
FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____

4. Name and Address of Reporting Entity:

Prime Subawardee
Tier _____, if known

Congressional Districts, if known: _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional Districts, if known: _____

6. Federal Department/Agency: _____

7. Federal Program Name/Description:

CFDA Number, if applicable: _____

8. Federal Action Number, if known:

9. Award Amount, if known: \$ _____

10 a. Name and Address of Lobbying Entity

(if individual, last name, first name, MI): _____

10. b. Individuals Performing Services (including address if different from No. 10a)

(last name, first name, MI): _____

11. Amount of Payment (check all that apply):

\$ _____ actual planned

12. Type of Payment (check all that apply):

Retainer _____

One-time fee _____

Commission Contingent fee _____

Deferred _____

13. Form of Payment (check all that apply):

Cash _____

In-kind; specify:

Nature _____ Value _____

Other; specify: _____

14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:

15. Continuation Sheet(s) SF-LLL-A attached: Yes ___ No ___

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____ Print Name: _____

Title: _____

Telephone No: (____) _____ Date: _____

Federal Use Only:

Authorized for local reproduction Standard Form - LLL

Buy American Waiver Exception List

This documentation is required for all food items that ***are not*** produced and processed in the U.S. with least 51% of its agricultural food components, by weigh or volume, from the U.S. The Buy America regulations state:

Exceptions. The purchase requirements described in paragraph (a) of this section shall not apply in instances when the recipient agency determines:

- (1) Recipients have unusual or ethnic food preferences which can only be met through purchases of products not produced in the U.S.;
- (2) the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality;
- (3) the cost of U.S. produced food products is significantly higher than foreign products.

[53 FR 27476, July 21, 1988, as amended at 58 FR 39122, July 22, 1993; 67 FR 65015, Oct. 23, 2002]

Line Item Number:	Description:	Domestic Price	Non-Domestic Price (Foreign product)	Reason For Waiver	Country of Origin
<i>Sample</i>	<i>Sample: Ground Cinnamon</i>	<i>NA</i>		<i>Product is not produced in the U.S. in sufficient and reasonable quantities</i>	
<i>Sample</i>	<i>Sample: Canned Pineapple</i>	<i>\$29.95</i>	<i>\$59.95</i>	<i>U.S. Canned Pineapple is Significantly higher in cost (more than 10%)</i>	

(Copy, complete and sign for additional line items)

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification the Proposer is acknowledging the Buy American requirements per Instructions and will provide the requested documentation when offer of awarded item has been made to vendor.

Company: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to

be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

X. REQUIRED DOCUMENTS UPON INTENT TO AWARD

- Certification by Contractor Criminal Records Check
- Conflict of Interest
- Drug-Free Workplace Certification
- Tobacco Use Policy
- Workman’s Compensation Certification
- Certificates of Liability Insurance
 - Requirements, Accord 25 and 2nd page Additional Insured Endorsement with “Sample”
- W-9 Form
- Recall Program
- Disaster Contingency Plan
- Food Security and Safety Program

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To Board of Trustees of Garden Grove Unified School District:

I, _____ certify that:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for Districts, my employees will **OR** will not have contact with students of Districts.
3. My employees and volunteers who may have contact with Districts students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections §667.5 and §1192.7. This determination was made by a fingerprint check through the Department of Justice and the Federal Bureau of Investigation.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, _____ on _____
(City) (State) (Date)

Signature

Typed or printed name

Title

Address

Telephone

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE §45125.1)

Education Code §45125.1 provides that if the employees of any entity that has a contract with a school Districts may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse itself for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to it. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code §1192.7(c) or has been convicted of such a felony, the Department of Justice shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contract shall not permit an employee to come in contact with pupils until both the Department of Justice and the Federal Bureau of Investigation has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the Board of Trustees of the school Districts that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code §667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter ; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code §1192.7 lists the following : “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or

mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CRIMINAL RECORDS CHECK

CONTRACTOR’S EMPLOYEE / VOLUNTEER LIST

(INSERT NAMES OF EMPLOYEES OR VOLUNTEERS WHO MAY COME IN CONTACT WITH PUPILS)

Use additional copies of page as needed

Name of Contractor: _____

Name of Employee or Volunteer	Position

IMPORTANT! Changes to the criminal status of anyone listed on this form must be reported

immediately to “The Districts’ Designee”.

CONFLICT OF INTEREST

All bidders shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME

SIGNATURE AND DATE

TITLE OF OFFICER

NAME OF COMPANY

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by Districts in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:

- a. Were you a full-time employee? [Yes] [No]
- Part-Time employee? [Yes] [No]
- As-Needed employee? [Yes] [No]
- Consultant? [Yes] [No]
- Or other, please [Yes] [No]

Explain: _____

b. What were the date(s) of your employment/employment contract/consulting contract?

c. In which department(s) of Districts did you work?

d. Who was/were your Supervisor(s)?

e. Please describe your job duties and responsibilities for each Districts position held?

f. What was your last date of employment?

2. Do any Board of Trustees member(s) or Districts employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

a. What is the name of the Board member(s) or employee(s)?

b. What is his/her position with your company?

c. If a Board of Trustees member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

3. Are any of your former employee(s), (Consultants) presently employed by Districts? [Yes] [No]. If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

b. What was his/her title at your company?

If he/she held more than one position(s) with your company, please provide the title of each positions) held.

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

d. What were the date(s) of his/her employment?

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this day _____, _____, 2017; in the (Month)_____, _____.(City)_____(State)___

(Signature)

(Printed Name)

(Title)

DRUG FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code §8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contacting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code §8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs;
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code §8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of statement required by Government Code §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if Districts determine that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Government Code §8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Government Code §8350, et seq.

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

Name of Contractor

Signature

Print Name

Title

Date

TOBACCO USE POLICY

In the interest of public health, Garden Grove Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by Garden Grove Unified School Districts. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the undersigned agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

Name of Bidder

Signature

Date

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public Districts, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

INSURANCE REQUIREMENTS

The following coverages are required: Notify your insurance company that the wording in Section E must be included in the Descriptions of Operations section of the Certificate of Liability Insurance form.

The Certificate of Liability (Accord 25 or similar form) is to be issued by contractor's insurance company. **Garden Grove Unified School Districts** is to be named as **Additional Insured and Certificate Holder**.

Certificate Holder Information:

Garden Grove Unified School District

XXXXXX

XXXXXX

****Required Forms:**

Commercial General Liability Insurance – Additional Insured Endorsement

Option #1: Form CG 20 10 11 85

Or

Option #2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04

Either form **must be accompanied** by Form CG 20 37 07 04

Commercial General Liability	\$1,000,000 minimum limit per occurrence
Including Contractual Liab., AND	\$2,000,000 minimum general aggregate
Broad Form Property Damage	

Automobile Liability: AND	\$1,000,000 minimum limit per occurrence
Umbrella Excessive Liability Aggregate:	\$2,000,000 minimum

Workers' Compensation:	As required by the California Labor Code
Employers' Liability:	\$1,000,000 minimum limit

Course of Construction	\$1,000,000 minimum limit per occurrence
------------------------	--

For all insurance coverages provided by bidder, the following terms apply:

Workers' Compensation Insurance: During the duration of this Agreement, Bidder shall maintain Workers Compensation Insurance in the amount and type required by law.

Insurance Amounts: Bidder shall maintain the following insurance for the duration of this Agreement:

- a. Commercial general liability in an amount not less than \$1,000,000 per occurrence.
- b. Automobile liability in an amount not less than \$1,000,000 combined single limit, for all automobiles owned, leased, hired, and borrowed.

If Bidder maintains higher insurance limits than the minimums shown above, Bidder shall provide coverage for the higher insurance limits otherwise maintained by the Bidder.

- A. Insurance shall be placed with California admitted insurers with a current AM Best rating of no less than "A" unless otherwise approved by Districts, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.
- B. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Bidder agrees to defend, indemnify, save and hold harmless Garden Grove Unified School District (Districts), its officers, agents, representatives, employees and Board of Trustees; and provides named additional insured endorsements for Districts, its officers, agents, representatives, employees and Board of Trustees. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the bidder products and completed operations of the bidder; premises owned, occupied or used by the bidder; or automobiles owned, leased, hired or borrowed by the bidder. The coverage shall contain no special limitations on the scope of protection afforded to Districts, its subsidiaries, officials, employees and Board of Trustees.

For any claims related to the Services, the bidder's insurance coverage shall be primary insurance as respects Districts, its subsidiaries, officials, employees and Board of Trustees. Any insurance or self-insurance maintained by Districts, its subsidiaries, officials, employees and Board of Trustees shall be excess of the bidder's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Districts.

The "Description of Operations" section must include the following: "Garden Grove Unified School Districts is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by Districts shall be excess and noncontributory."

The bidder shall furnish Districts with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by Districts before work commences.

CERTIFICATE OF LIABILITY INSURANCE

Contractors are not permitted to provide services without a Certificate of Liability Insurance being on file with the Purchasing Department.

The insurance requirement is a two page document of the following:

Each District must be named as additional insured and certificate holder on the Certificate of Liability Insurance form **Acord 25** (Page 1, see attached).

The second page is a separate required endorsement page (Page 2, see attached) and should include your policy number and name each district as an additional insured.

Blanket endorsements are not acceptable.

Required Endorsement:

Each District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by Districts shall be excess and noncontributory.

See the following example

Commercial General Liability	Limits
Each Occurrence AND	\$1,000,000
General Aggregate	\$2,000,000
Automobile Liability	
Combined Single Limit, per occurrence AND	\$1,000,000
Umbrella Excessive Liability – Aggregate	\$2,000,000
Workers Compensation	\$1,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #:		
INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXPI (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		XYZ12450987654	07/19/2011		EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> A <small>(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below</small>					WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

POLICY NUMBER: CA700H6004 **COMMERCIAL GENERAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: XYZ School District

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

SAMPLE

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																			
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;">-</td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;">-</td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;">-</td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;">-</td> <td style="width:20%; text-align: center;"> </td> <td style="width:20%; text-align: center;"> </td> </tr> </table>	Social security number													-				-			or										Employer identification number													-				-		
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Part II Certification Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/wh9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

FEDERAL NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at:

http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) E-mail: program.intake@usda.gov.

This institution is an equal opportunity provider.

AGREEMENT

THIS AGREEMENT, dated the ___ day of _____, 2018, in the County of Orange, State of California, is by and between “The Districts”, and _____ (hereinafter referred to as “Vendor”).

The Districts and the Vendor, for the consideration stated herein, agree as follows:

1. Vendor agrees to complete the Frozen, Refrigerated, Processed Commodity, Dry Goods and Services for Food Services RFP No. 1711 according to all the terms and conditions set forth in the RFP documents, including but not limited to the Notice Calling for Proposal, RFP Objective, Instructions for Bidders, Delivery Sites, Bid Specification and Requirements, Bid Form and Agreement, Evaluation and Award, Worksheets, Noncollusion Declaration, Worker’s Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Tobacco Use Policy, Suspension and Debarment Certification, Certification Regarding Lobbying, Insurance Certificates and Endorsements, Buy American Waiver Exception List, Iran Contracting Act, and all modifications, addenda and amendments thereto by this reference incorporated herein. The bid documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Vendor shall timely perform within the time required by The Districts everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The Vendor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

3. The Districts shall pay to the Vendor, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet.

4. Term of Agreement is one (1) year beginning July 18, 2018 or after Board approval through August 31, 2019. The Agreement may be extended upon mutual written consent of The Districts and Vendor for an additional one year periods. The term of Agreement shall not exceed three (3) years.

5. Time is of the essence.

6. The Districts shall have discretion to terminate this Agreement at any time and require Vendor to cease all work under this Agreement by providing Vendor thirty (30) days prior written notice of termination specifying the desired date of termination. Upon receipt of written notice of such termination, Vendor shall:

- (i) Cease operations as directed by District in the notice;
- (ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the bid documents.

In case of such termination for The Districts' convenience, Vendor shall be entitled to receive payment from The Districts for products satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to The Districts.

7. Hold Harmless and Indemnification. To the fullest extent permitted by law, the Vendor, at the Vendor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the District, including but not limited to any of its Governing Board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Vendor or any of its officers, agents, employees, any person performing any of the services pursuant to a direct or indirect contract with the Vendor or individual entities comprising the Vendor, in connection with or relating to, or claimed to be in connection with or relating to this Agreement, including but not limited to, any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the bid documents or any document furnished by the Vendor in connection therewith;
- (c) any breach of duty, obligation or requirement under the bid documents;
- (d) any failure to provide notice to any party as required under the bid documents; or
- (e) any failure to act in such a manner as to protect the District from loss, cost, expense or liability.

This indemnity shall survive termination of the Agreement or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the bid documents. In the event of any claim or demand made against The Districts which is entitled to be indemnified hereunder, The Districts may in its sole discretion reserve, retain or apply any monies due to the Vendor under the bid documents for the purpose of

resolving such claims; provided, however, that The Districts may release such funds if the Vendor provides The Districts with reasonable assurance of protection of the Districts' interests. The Districts shall in its sole discretion determine whether such assurances are reasonable.

8. All items shall be subject to the inspection of The Districts. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this Agreement. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective items have been previously overlooked by The Districts and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall forthwith remedy such defect in a manner satisfactory to The Districts. All items rejected by The Districts at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Vendor who shall assume and pay the cost thereof without expense to The Districts, and shall be replaced by items satisfactory to The Districts.

9. While engaged in carrying out and complying with the terms and conditions of this Contract the Vendor is an independent Vendor, and is not an officer, employee or agent of The Districts.

10. Vendor shall, at Vendor's sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of materials, articles, or services covered under this Agreement. Vendor agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by The District shall be excess and noncontributory." In addition, Vendor agrees to name The Districts, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, Vendor shall provide The District with copies of the policy or policies of insurance evidencing all coverage's and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

Commercial General Liability	<u>\$1,000,000.00</u>	<u>\$2,000,000.00</u>
Insurance for injuries including accidental death, to any one person in an amount not less than and	per occurrence	general aggregate
Subject to the same limit for each person on account of one accident, in an amount not less than	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
Sexual Abuse or Molestation in an amount not less than	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate

Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined single limit, bodily injury and property damage in an amount not less than	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
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Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California	<u>\$1,000,000.00</u>
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11. If Vendor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

12. The failure of The Districts in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

13. The Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Vendor shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of The Districts, be terminated, revoked and annulled, and The Districts shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Vendor, and to its purported assignee or transferee.

14. The Vendor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The Vendor shall preserve and make available its records to The Districts and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by The Districts. The Vendor is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by The Districts.

15. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to The Districts, by personal delivery thereof to The Districts, or by depositing same in United States mail, enclosed in a sealed envelope addressed to The Districts, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to Vendor, by personal delivery thereof to said Vendor, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Vendor at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

16. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complementary. Vendor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Vendor shall indemnify, hold harmless and defend The Districts against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of The Districts to insist on the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of the District rights thereafter to enforce strict compliance with any such terms or conditions but the same shall continue in full force and effect.

17. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

18. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of The Districts.

19. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in the County of Orange.

20. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

District
Garden Grove Unified School District

Contractor

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Contractor's License No.

Tax ID No.

(Corporate Seal of Contractor,
if corporation)