



LAKESIDE UNION SCHOOL DISTRICT

REQUEST FOR PROPOSAL

**FROZEN, REFRIGERATED, PROCESSED COMMODITY, DRY
GOODS AND DISTRIBUTION FOR CHILD NUTRITION**

RFP. NO. 2024-06F

PROPOSAL DEADLINE: MAY 10, 2024 at 12:00 PM

LAKESIDE UNION SCHOOL DISTRICT

PURCHASING DEPARTMENT

12335 WOODSIDE AVENUE, LAKESIDE, CALIFORNIA 92040

619-390-2600

RFP NO. _____ FROZEN, REFRIGERATED, PROCESSED COMMODITIES, DRY GOODS AND DISTRIBUTION FOR CHILD NUTRITION.

TABLE ON CONTENTS

TABLE OF CONTENTS
.....2

NOTICE CALLING FOR PROPOSAL
.....3

PROPOSAL OBJECTIVE
.....5

INFORMATION FOR BIDDERS
.....7

***REFERENCES**
.....42

***NON COLLUSION DECLARATION**
.....69

+WORKERS COMPENSATION CERTIFICATE
.....70

+DRUG FREE WORKPLACE
.....73

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
.....75

+CERTIFICATION BY CONTRACTORS CRIMINAL RECORDS CHECK
.....77

+TOBACCO USE POLICY CERTIFICATION
.....79

***+PRU-21 CHINA PROHIBITION CERTIFICATION**
.....80

IRAN CONTRACTING ACT
.....81

CERTIFICATION AND DISCLOSURE STATEMENTS
.....83

SUSPENSION AND DEBARKMENT CERTIFICATION
.....86

INSTRUCTIONS FOR CERTIFICATION
.....88

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING
.....90

***+DISCLOSURE OF LOBBYING ACTIVITIES**
..... 92

AGREEMENT
.....97

GENERAL CONDITIONS
.....10

4

.....

.....

***IF ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING, THE BIDDER WILL BE DECLARED NONRESPONSIVE**

+ITEMS WHICH SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.

NOTICE CALLING FOR PROPOSAL

DISTRICT: LAKESIDE UNION SCHOOL DISTRICT

RFP NUMBER: 2024-06F Frozen, Refrigerated, Processed Commodity, Dry Goods, and Distribution for Child Nutrition.

PROPOSAL DEADLINE: May 10, 2024 at 12:00 PM

PLACE OF RECEIPT: Lakeside Union School District
Purchasing Department
Attention: Lisa Davis
12335 Woodside Avenue, Lakeside, California 92040

NOTICE IS HEREBY GIVEN that the Lakeside Union School District of San Diego County, California, acting by and through its Governing Board, is requesting proposals for **FROZEN, REFRIDGERATED, PROCESSED COMMODITY, DRY GOODS, AND DISTRIBUTION**. Proposals will be applicable to the Lakeside Union School District, hereinafter referred to as "The District".

It is the bidder's sole responsibility to ensure that their proposal is received prior to the scheduled closing time for receipt of proposals. In accordance with Government Code ~ 53068, any proposal received after the scheduled closing time for receipt of proposal shall be returned to the bidder unopened.

Time is of the essence. Each proposal must conform and be responsive to the bid documents, which are on file with the business office. Proposal documents are also available online at <https://www.lsusd.net>. No bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of proposals.

Any questions regarding proposal documents shall be directed to Kristie Summers, Child Nutrition Director, via email (ksummers@lsusd.net), no later than **April 22, 2024 at 10:00 AM**. Answers to questions will be posted as an official addendum online at: <https://www.lsusd.net> on or before **May 3, 2024 by 5:00 PM**.

The Board of Education of the Lakeside Union School District, on behalf of the District, reserves the right to reject any or all proposals, to waive any discrepancy or technicality, and to award the contract for all goods and services to other than the lowest proposal. The award of contract, if made by the District, 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 district, taking into consideration all aspects of the contractor's response, including the total net cost.

Dated this March 21, 2024

LAKESIDE UNION SCHOOL DISTRICT

By: _____

Lisa Davis

Assistant Superintendent of Business Services

Publication Dates: **April 8, 2024 and April 15, 2024**

PROPOSAL OBJECTIVE

The District is seeking proposal from qualified companies to procure and deliver high quality frozen, refrigerated, processed commodity, dry goods and distribution at the best possible price. The bidder must have the capability to upload usage data into K12 and Processor Link 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 District reserves 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 as defined within the RFP, and shall comply with all federal, state, and local technical, environmental, and performance standards and specifications.

Annual expenditures for frozen, refrigerated, processed commodity, dry good, and distribution using this RFP are anticipated to be \$1,600,000 annually. Actual expenditures will vary depending on the availability of funds and the Districts' need. No guarantee can be given that this total will be reached nor that it will not be exceeded.

The District serves 3500 meals daily and 800,000 meals annually. Lakeside Union School District, Child Nutrition Department, will respond to any questions or 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 current RFP of the Super Co-Op by the Lead Agency for Processed USDA Foods and Commercial Equivalents for Super Co-Op Member Districts) for frozen, refrigerated, processed commodity, dry goods, and a delivery fee required to ensure students are receiving the highest 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' desire to partner with a single frozen, refrigerated, processed commodity, and dry goods vendor that will provide competitive pricing and excellent customer service.

Any and all inquires regarding this Request for Proposal (RFP) must be submitted on or before April 22, 2024 no later than 10:00 AM, to Lisa Davis, Assistant Superintendent, at lisadavis@lsusd.net . Bidders are advised that oral and written communication from the District in any form other than an official addendum does not alter the proposal or specifications.

Scope of Service

The selected vendor or vendors will partner with the District 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 by the District.

This RFP will be awarded to the most responsive and responsible vendor meeting all the terms and specifications of the proposal documents to be in the best interest of the District.

INFORMATION 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 DISTRICT**

1. Preparation of Proposal. Proposals shall be submitted on the prescribed Proposal Form and Proposal Form Price Sheet, and completed in full. All proposal items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery Proposal. The proposal must conform and be responsive to all proposal documents and shall be made on the Proposal Form and the Proposal Form Pricing Sheet provided. The complete proposal, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and mailed to **Lakeside Union School District, Purchasing Department, 12335 Woodside Avenue, Lakeside, California 92040, Attn: Lisa Davis**, and must be received on or before the proposal deadline (Public Contract Code section 20112). In addition to the original printed Proposal Form and Proposal Form Price Sheet, **the complete proposal shall include an electronic version, such as a USB drive, of the proposal.** The envelope shall be plainly marked in the upper left hand corner with Bidder's name, the proposal number and the date and time for the opening of proposals. **It is the bidder's sole responsibility to ensure that their proposal is received prior to the proposal deadline.** In accordance with Government Code section 53068, any proposal received after the scheduled closing time for receipt of proposals shall be returned to the Bidder unopen. At the time and place set forth for the opening of proposals, the sealed proposals will be opened and evaluated.
3. Signature. Any signatures required on proposal documents must be signed in the name of the Bidder and must bear the signature of the person duly authorized to sign these documents. Where indicated, if Bidder is a corporation, the legal name of the corporation shall first be set forth, together with two (2) signatures: one from the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or 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. Where indicated, in the event that the Bidder is a joint venture or partnership, there shall be submitted with the proposal certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual 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 joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such documents, Unsigned proposals shall be considered non-responsive, resulting in rejection of the proposal.
4. No Bid Any item not included in the proposal price is to be noted on the Proposal Form Pricing Sheet as "No Bid:.
5. Modification Changes in or additions to any of the proposed documents, alternative proposals, or any other modification which are not specifically called for in the proposal documents may result in the rejection of the proposal as being nonresponsive. Oral, telephonic, facsimile or electronic modification of any of the proposal documents will not be considered.
6. Erasures, Inconsistent or Illegible Proposal The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the proposal in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the proposal, words shall control numbers. In the event that any proposal is unintelligible, illegible or ambiguous, the District may reject such proposal as being non-responsive.
7. Examination of Proposal Documents At its own expense and prior to submitting its proposal, each bidder shall examine all proposal documents; visits the sites and determine the local condition which may in any way affect the performance of the work; familiarize itself with all

federal, state, and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permit licenses required for the work; determine the character, quality and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations and determinations with all requirements of the proposal. The District shall not be liable for any loss sustained by the successful Bidder resulting from any variance between the actual conditions and data given in the proposal documents. Bidder agrees that the submission of a proposal shall be incontrovertible evidence that the Bidder has complied with all requirements of this provision of the Information for Bidders.

8. Interpretation of Proposal Documents If any Bidder is in doubt as to the true meaning of any part of the proposal documents, or find discrepancies in, or omissions from the proposal documents, or has any questions relating to the proposal documents, a written request for an interpretation or correction thereof or answers to questions must be submitted in writing to the Purchasing Department, Lisa Davis at lisadavis@lsusd.net **on or before April 22, 2024 at 10:00 AM**. No requests shall be considered after this time. Answers to questions will be posted as an official addendum online at: <http://www.lsusd.net> on or before **May 3, 2024 at 5:00 PM**. The Bidder submitting the written request shall be responsible for its prompt delivery. If there are discrepancies of any kind in the proposal documents, the interpretation of the District shall prevail.
9. Bidders Interested in More Than One Proposal No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for by the District. A person, firm, or corporation that has submitted a sub proposal to a Bidder, or that has quoted prices of materials/services to a Bidder, is not thereby disqualified from submitting a proposal or quoting prices to other Bidders or submitting a proposal.
10. Withdrawal of Proposal Any proposal may be withdrawn, either in person or by written request sign by the Bidder, at any time prior to the scheduled closing time for receipt of proposals. The proposals withdrawn prior to scheduled closing time for receipt of proposals, in accordance with this paragraph, shall be returned. No Bidder may withdraw for a period of sixty (60) calendar days after the date set for the opening of proposals.
11. Proposal 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 1, 2024 through June 30, 2025. Bidder certifies that prices are the lowest offered any comparable customer and District will be given the benefit of any lower prices or price decrease during the term of the contract. The District has the right to negotiate lower prices with the manufacturers. Bidder is to give immediate advantage of such decrease, and inform the District 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 District 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 bidder from holding price. Veracity of prices submitted is the sole responsibility of the bidder. No increase to prices will be allowed during the initial term of this contract.

1. Processed USDA Foods End Products and Commercial Equivalents:

Vendors shall utilize manufacturers pricing for USDA Foods end products from the following solicitation documents released and awarded from the current Super Co-Op Lead Agency utilizing the most current RFP for Processed USDA Foods Products and Commercial Equivalents from the results of the RFP. New products and price decreases will be considered at the current manufacturer pricing. 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 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 manufacturer 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. The District will make final determination if the substitution meets the District's needs.

3. Additional Items:

Additional items may be added to this Proposal, not to exceed 10% of the value of the award. The District 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. The District has the right to audit pricing on all new items.

12. 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 name brand 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 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.
13. 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 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' Child Nutrition Department based on the Departments' 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' Director will be the sole judge as to whether such an alternate products are, in fact, equal to the specifications set forth herein and whether such deviations are acceptable to the District.

14. Substitutions. Substitutions quoted will be accepted only if the District determines them to be equal in all respects to that specified in the bid. If the District 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 "Sample" paragraph.
15. Samples. Any samples requested by the District shall be furnished at no cost to the District and, if requested by the District in the bid specifications, shall be submitted prior to the bid award. The District reserves 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.
16. 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 (depending on the District), in which case other countries of origin may be considered or purchased. Awarded bidder will be required to provide information on products origin and compliance with and enforcement of the Buy American Provision of the National School Lunch Program (SP-24-2010) (7CFR 210.21(D)). Any products that are not produced or processed in the US must be listed on Section VIII Worksheet.
17. 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 the participating district order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district 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.

18. Competency of Bidders In selecting the most responsive and 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 proposal. By submitting a proposal, each Bidder agrees that the District, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience and 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 contract. The District reserves the right to reject any proposal who does not pass any evaluation to the satisfaction of the district.
19. References Bidders shall list a minimum of three (3) references where the Bidder has successfully provided similar type(s) of goods and distribution to another large school district or public agency at a similar size and scope as the Lakeside Union School District. All references shall include full district/agency name, address, phone number, management contact, and description of work completed. District reserves the right to contact all references. Failure by Bidder to provide references with its proposal submittal may result in rejection of proposal by District as nonresponsive. The District reserves the right to obtain from all sources, information

concerning Bidders which the District deems pertinent and to consider such information in evaluating the Bidder's proposal.

20. Inspection of Facilities As part of the evaluation process, the District reserves the right to inspect facilities of the bidder prior to the award of contract and during the contract period at any time during normal business hours upon prior notice. After such inspection, if a representative of the District determines the Bidder may not be capable of providing proper and satisfactory service/products to the District, the Bidder may not be considered for an award. Bidder may also be required to show evidence of its ability to successfully execute the contract. Should the Bidder vacate an approved facility, a re-inspection will be required under the same conditions for the new facility.
21. Award of Contract The award of the contract, if made by the District, will be by action of the Governing Board, to the most responsive and responsible bidder based on the highest rated proposal, experience and past performance, capabilities of providing service, cost references and any other criteria specified in the proposal. The District reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposal or in the proposal process. If two identical low proposals are received from responsive and responsible Bidders, the District will determine which proposal will be accepted. In the event an award of the contract is made to a Bidder, and such Bidder fails or refuses to execute the Agreement and provide the required document within ten (10) calendar days after the notice of award to the contract Bidder, the District may award the contract to the next most responsive and responsible Bidder or reject all proposals.
22. Agreement The form of agreement which the successful Bidder will be required to execute, is included in the proposal documents and should be carefully examined by the Bidder. The agreement will be executed in two (2) original counterparts. The complete agreement consists of the following but not limited to the Notice Calling for Proposal, Proposal Objective, Information to Bidders Proposal Form Proposal Pricing Form, Lakeside Union School District Map, Non-collusion Declaration, Workers Compensation Certificate, Drug Free Workplace Certification, Notice to Contractors Regarding Criminal Records Check, Tobacco Use Policy Certification, Certification of Primary Participant Regarding Suspension and Debarment Certification, Disclosure of Lobbying Activities, But American, Iran Contracting Act, Meat/Meat Alternative, Grains, and Fruit and Vegetables Formulation Statements, General Conditions, Special Conditions, all insurance requirements, and all modifications, addenda, and amendments, items called for in the Agreement, if any, thereof duly incorporated therein. All of the above documents are intended to be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper execution of the contract.
 - (a) The District will not consider any modifications to the agreement. Bidder understands that if they are awarded the contract, the agreement must be acknowledged and executed as is. If Bidder is not willing to execute the contract as is, they are asked not to submit an RFP for consideration.
23. Renewal Option Bid renewal is subject to the provisions of price-terms of contract, and pursuant to Education Code, Section 17956 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:

- a. The District has deemed the products and services of the vendor satisfactory.
- b. The Vendor shall submit a list of the price increases for the time period of July 1 to June 30 by the last business day in March. Price increases must not exceed the San Diego Area 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's prices must not exceed a maximum of 3% increase. The District has the right to request verification and except/reject manufacturer's requested increases. Delivery cost to the District must not exceed San Diego Area Consumer Price Index.

24. Insurance and Workers' Compensation The successful Bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth below during the term of the contract. The Certificate must contain the current coverage dates and the following liability limits.

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

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

(a) All liability policies are to contain, or be endorsed to contain, the following provisions:

1. Successful Bidder agrees to defend, indemnify, save and hold harmless the District, its Governing Board, officers, employees, agents and representatives;
2. Named additionally insured endorsements for the District, their Governing Board, officers, employees, agents, and representatives. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the successful Bidder; products and completed operations of the successful Bidder; premises owned, occupied or used by the successful Bidder; or automobiles owned, leased, hired or borrowed by the successful Bidder. The coverage shall contain no special limitations on the scope of the protection afforded to the District, their Governing Board, officers, employees, agents, and representatives.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by successful Bidder, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

25. Hold Harmless/Indemnification and Insurance The successful Bidder awarded the contract will be required to defend, indemnify and hold harmless the District, their Governing Board, their

officers, agents and employees from every claim, demand, or liability which may be made by reason of:

- A. Any injury to property or person including death, sustained by the Bidder or by any person, firm, or corporation, employed by the Bidder, directly or indirectly upon or in connection with the services hereunder, however caused; and
- B. Any injury to property or person, including death, sustained by any firm or corporation, caused by any error, omission, neglect, or torturous act of the Bidder, its officers, agents, or employees, upon or in connection with the services hereunder, whether the injury or damage occurs upon or adjacent to the premises whose services hereunder are performed.
- C. The Supplier, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings, that may be brought or instituted against the District on any such claim, demand or liability, and pay or satisfy any judgment that may be rendered against the District, their officers, agents, or employees in any such action, suit, or other proceedings as a result of A and/or B above.

26. License and Permits Bidder represents and warrants to the District that all services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that the Bidder has all permits, qualifications and approvals of whatsoever nature which are legally required for Bidder to practice its profession. Bidder represents and warrants to the District that it shall, at its sole cost and expense, keep in effect at all times during the term of the Term of this Agreement any licenses, permits, and approvals which are legally required for Bidder to practice its profession.
27. Anti-Discrimination In connection with all work performed under this proposal, there shall be no unlawful discrimination against any protective or active employee engaged in the work because of race, color, national origin, religion, creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Bidder agrees to comply with applicable federal and state laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the successful Bidder agrees to require like compliance by any subcontractor of such Bidder.
28. Drug-Free Workplace Certification Pursuant to Government Code section 8350 et seq., the successful Bidder will be required to execute a Drug-Free Workplace Certificate upon execution of the agreement. The Bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of this Agreement or suspension of payment thereunder.
29. Tobacco Use Policy Bidder has been advised and is aware that the District has adopted a Board policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Bidder shall be responsible for the enforcement of District's tobacco-free policy among all Bidder's employees and subcontractors while on District property. Bidder understands and agrees that should any employee or subcontractor of Bidder violates the District's Board policy after already been warned once for violating District's tobacco-free policy, Bidder shall remove the individual for the duration of the Agreement. Bidder shall not be entitled to any additional compensation and/or time in completing the work for such removal.
30. Non-collusion Declaration In accordance with the provisions of Section 7106 of the Public Contract Code, each proposal must be accompanied by a non-collusion Declaration.

31. Criminal Records Check The successful Bidder will be required to comply with the applicable requirements of Education Code section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.
- (a) Bidder will conduct a criminal background check of all employees, agents, and representatives assigned to the district that will enter the sites and other Districts' facilities for purposes of providing material and 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 a serious or violent felony as specified will have contact with pupils. Bidder will provide the District with a list of all employees providing services pursuant to this proposal. In the alternative, Bidder shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities during normal District hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 45125.1.
32. Public Information All materials received by the District in response to this RFP shall be made available to the public. If any of a Bidder's material is proprietary or confidential, the Bidder must identify and so state, and be submitted separate of the proposal documents. Any Bidder information used to aid in proposal selection must not be restricted from the public.
33. Force Majeure The parties to the contract may be excused from performance during the time and as the extent that they are prevented from performing by any acts of God, fire, strike or commandeering of materials. Products, or facilities by the government, when satisfactory evidence thereof is presented to the other part, provided that the nonperformance is not due to the fault of neglect of the part who does not perform.
34. Deviations from Proposal Terms and Conditions Deviations from any proposal terms or condition may cause a proposal to be rejected as nonresponsive.
35. Independent Contractor Bidder is and shall be at all times deemed an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent , between the District and Bidder or any of Bidder's agents or employees. Bidder assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Bidder, its agents and employees shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees.
36. Prohibited Interests No official of the District who is authorized in such capacity and on behalf of the District to negotiate , make, accept, approve, or take part in negotiating, making, accepting or approving this Contract, shall become directly or indirectly interested financially in this Contract or in any part thereof. Bidder shall receive no compensation and shall repay District for any compensation received by Bidder hereunder, abet or knowingly participate in violation of this Article.

37. District's Right to Terminate Contract

- (a) If the Bidder refuses or fails to deliver with such diligence as will ensure its complete delivery within the time specified or any extension thereof, or if Bidder should file a petition for relief as a debtor, or should relief be ordered against bidder as a debtor, under Title II of the United States Code, or if Bidder should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently refuse or should fail , except when in cases for which extension of time is provided, or if Bidder should otherwise be guilty of substantial violation of any provision of this Contract, then the DISTRICT may, without prejudice to any other right or remedy, serve written notice upon the Bidder and its surety if applicable, of the DISTRICTS' intention to terminate this Contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after service of such notice such condition shall cease and arrangements satisfactory to DISTRICTS for the correction herein made this Contract shall upon expiration of said ten (10) days, cease and terminate. In such case, Bidder shall not be entitled to receive any further payments until performance is completed.
- (b) If the unpaid balance of the Contract price shall exceed expense of completing performance under the Contract, including compensation for additional services, such excess shall be paid to Bidder. If such expense shall exceed unpaid balance, Bidder shall pay the difference to the DISTRICT.
- (c) The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

38. State Audit Pursuant to and in accordance with the provisions of Government code section 10532, or any amendments thereto, all books, records and files of the District or any Bidder connected with the performance of this Contract involving the expenditure of state funds in excess of ten thousand dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (30 years after final payment is made under this Contract. Bidder shall preserve and cause to be preserved such books, records and files for the audit period.

39. Duty to provide Fit Workers

(a) Bidder at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Bidder to ensure compliance with this Article.

(b) Any person in the employ of the Bidder whom the District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the District's sites and shall not again be employed except with written consent of the District.

40. Protection of Person and Property The Bidder shall be responsible for all damages to person's or property that occur as a result of its fault or negligence in connection with

the execution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be at the Bidder's risk with the exception of damage to work caused by "acts of God" as defined in Government Code Section 4151 (b).

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

42. No Assignment The Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of its rights, title or interest, without the previous consent in writing of the District; and the Bidder shall not assign by power of attorney or otherwise, any monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If the Bidder shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such as an attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever; the Contract may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Bidder, and to its purported assignee or transferee. No right under the Contract, not any right to money to become due hereunder, shall be asserted to the District in law and equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of moneys to become due hereunder, unless authorized as set forth herein by written consent of the District. Any assignment of money due under this Contract shall be subject to prior lien for services rendered or material supplied for performance of work called for under said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, Government Code and/or of Civil Procedure and shall also be subject to deductions for liquidated damages or withholding of payments as determined by the District in accordance with this Contract.

43. No Waiver The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein

conferred shall not be construed as waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

44. Invoices and Payments Unless otherwise specified, the Bidder shall render invoices in triplicate for materials delivered or services performed under the Contract to the Accounting Department of the District. Invoices shall be submitted immediately in a form acceptable to the District. The District shall make payment materials, supplies or services furnished under Contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative. The Board will make payment to the Contractor in accordance with actual deliveries made on acceptance by the Board. Partial payments made to the Contractor do not in any way relieve Contractor of his responsibility to complete the entire Contract.
45. Variation in Quantity No variation in quantity of any item called for by this order shall be accepted, unless agreed to and specified elsewhere in this order.
46. Discounts In connection with any discount offered, the discount period shall begin on the date of delivery and acceptance at destination, and/or the date the correct invoice is received in the Accounts Payable office, and/or on the date final approval for payment is authorized if an adjustment in payment is necessary due to damage, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the warrant.
47. Inspection and Acceptance Inspection and acceptance will be at the destination, unless otherwise provided. Regardless of the F.O.B. point, the bidder agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery; and such loss, injury, or destruction shall not release the Supplier from the obligation hereunder.
48. Packaging All items shall be prepared and packed for delivery or shipment in a manner that will prevent damage in transit. The District shall not be liable for extra charges for packing or cartage unless specified elsewhere in this order.
49. Hazard Analysis Critical control point(HACCP) Plan Contractor on this contract must have a HACCP program in place for the company. Copy of HACCP Plan must be submitted with this proposal.
50. Disaster Contingency Plan A copy of the bidder's Disaster Contingency Plan must be submitted with this proposal.
51. Food Security and Safety Program A copy of the bidder's Food Security and Safety Program must be submitted with this proposal.
52. Product Recall Program A copy of the bidder's Product Recall Program must be submitted with this proposal.
53. Department of Education-Child Nutrition division Forms:
1. Per the California Department of Education, Child Nutrition and Food Distribution Division, School Nutrition Programs Unit, the attached forms (Suspension and Debarment Certification, US Department of Agriculture, and Disclosure of Lobbying

Activities) must be completed and submitted with this proposal. Proposals received without these forms/certifications will not be considered (See attached).

2. Additionally, if this contract's purchase volume will exceed \$1,000,000, the Contractor must complete a certification as part of the Iran Contracting Act in accordance with Public Contract Code Sections 2202-2208.

54. Substitutions/Inspection All items/materials received by the District shall be subject to inspection and rejection. The District may return at the bidder's expense any item which fails to meet the conditions of the proposal, such items should be considered rejected and promptly replaced by the bidder. No payment shall be required until replacement is complete. Any item or product damaged in delivery/shipment may be refused by the District and may be returned at the Bidder's expense. The successful bidder understands that substitutions deviating from the Buy American provision will not be accepted unless prior approval is received from the District. Substitutions quoted will be accepted only if the District determine them to be equal in all respects to that specified in the proposal. If the District requests samples in order to make the determination on whether the substitution is as equal, the samples should be submitted at no cost to the District.

55. Piggybacking Clause/Other Districts For the term of the contract and any mutually agreed extensions to the contract, at the option of the Distributor, other school districts within the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura may purchase identical products upon the same terms and conditions pursuant to section 20118 of the Public Contract Code. The Lakeside Union School District waives its right to require such other districts to draw their warrants in favor of the Lakeside Union School District. **Acceptance or rejection of this clause will not affect the outcome of the award of the contract pursuant to this request for proposal.**

Piggyback option granted _____

Piggyback option not granted _____

Any interest school district should review Public Contract Code section 20118 prior to utilizing this contract and consult with counsel.

PROPOSAL FORM DIRECTIONS

1. Vendor is to use 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. Vendor 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. Alternately, 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 from for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

ORDERING Bidder may have an active online website accessible to the District to allow online ordering, access to run velocity reports, access to specification sheets, nutrition specifications, and ability to add on as available at Vendor and delete items from order up to 48 hours prior to delivery. The District 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) day of receiving orders. District 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.

WARRANTY OF QUALITY The Vendor, manufacturer, or his assigned agent shall guarantee the food products against all defects. Cases and packing 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 food. Packaging materials shall impart no odor 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 products that meet all 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 District reserves the right to discontinue service of any or all portion of any contract resulting from the bid for any reason determined by the District 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 contract in default.

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

INSPECTION ON DELIVERY Items will be carefully and thoroughly inspected upon delivery to ensure that the temperature of the product meet 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. 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 DAMAGES/UNACCEPTABLE PRODUCTS The District reserves 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 in 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' Child Nutrition 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 District unless prior approval has been granted by the District to deliver alternate product. No product will be represented as being in conformance with specification when such is not the case.

If the desired product is absolutely not available for any reason, the District shall be notified at least five (5) days in advance of the shortage and the District shall be given options of a product that is of the **same or higher quality at the same unit cost or less**. Continued shortages and 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 District for the full value of all identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within sixty (60) days of written request by the District.

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 refrigerated systems in order to maintain products at the appropriate temperatures. Frozen food items must be delivered frozen solid without signs of being thawed and refrozen. Dairy products a refrigerated processed foods must be delivered at an internal temperature of at least 40F or lower. Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings. Any products 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 a charge 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. Driver's entering school District premises will lock any gate or door to which they may have access to, both when entering/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 District.

ACCOUNTING, INVOICING and 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, unit price, quantity ordered, and quantity delivered. 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. A legible delivery discrepancy receipt shall be left at the site in the case of a return or a shortage. Credits shall be issued in a timely manner. Statements for all goods purchased within the 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 the District's Business Office.

DELIVERY FEES The awarded bidder will partner with the District over the term of the contract resulting from the bid form and agreement to procure and deliver frozen, processed commodity dry food and beverage products to the District's sites. Bidder must have the capabilities of delivering any and all items on the bid form in the quantities required by the District anytime during the contract period. All cost for delivery, drayage, freight or 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 a duplicate invoice. Case delivery fee is to be based on the number of cases of the original order. In case of a vendor shortage or partial deliveries, case delivery fee to the District shall be based on the number of cases originally ordered providing a fourteen (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 invoice. In order to decrease the number of shortages and backorders, the District will provide vendors with a fourteen (14) calendar day lead time. All back orders must reference original invoice number and be billed at the original case count.

ORDER CONDITIONS/DELIVERY MINIMUMS The District 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 District does 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 District at prices quoted. The estimated quantities listed in the Attachment for District Usage are for the purpose of forecasting and not to be considered a promise to purchase. The provisions of the contract shall in no way prohibit the District 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 District. Both parties agree that the aggregate value of added purchase during each year of the contract, if renewable shall not exceed ten percent (10%) of the estimated total 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 District needs to purchase goods not included in the existing contract. Such purchases will be made by the District using applicable procurement methods such as micro purchases, small purchase, 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 District. Upon renewal, then the above ten percent (10%) option will be exercised.

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

INSPECTION OF FACILITIES As a part of the evaluation process, the District reserves the right to inspect the facilities of the bidder prior to the award of contract and during the contract period at anytime during normal business hours upon prior notice. After such inspection, if a representative of the District determine the bidder may not be capable of providing proper and satisfactory service/product to the District, 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 District reserves 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 District during the term of the contract and for one (1) 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 criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during normal District 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 District 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 District that will enter sites and other District facilities during normal District hours shall be accompanied by at all times by an individual who has satisfied the fingerprinting requirements of Section 45125.1.

RESTRICTIONS ON LOBBYING AND COONACT 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 District, Board of Trustees, selection members, other than the names 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 Bidders operations under the contract. Also, the bidder may be required to file proof of such insurance, naming the District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the District 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 requested by the District. 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 District prefer cleaner labeled products approved by the District. 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 by milk, eggs, fish, crustaceans, shellfish, tree nuts, peanuts, wheat, or soybeans.

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

CHILD NUTRITION PROGRAM 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 grains, if any, must be enriched. As provided for the Child Nutrition Program, grain products must be credited using the oz. equivalent method. As specified in section School Lunch and Breakfast Whole Grains Rich Ounce Equivalency (oz. eq) requirements for School Meal Programs, group B.

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

GEOGRAPHIC PREFERENCES The District may not apply geographic preferences in procurement and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for us by the District in a Child Nutrition Program. See 2CFR~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 CFR ~200.318(c) (1) . The Lakeside Union 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 District maintains a written standard covering conflicts of interest and governing the action of its employee engaged in the selection, award and administration of contracts.

DISQUALIFICATION Distributors may be disqualified before or after the District open proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform illegal activities for the purposes of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to the District. 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 whose Proposal is determined to be the Best Value to the District.

ATTORNEY’S FEES In the event of any dispute between the District 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 reasonable attorneys’ fees, cost and expense 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 occurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive expiration or earlier termination of this contract.

DELIVERY SITE

**Lakeside Union School District
12335 Woodside Avenue
Lakeside, California 92040
Kristie Summers, Child Nutrition Director
ksummers@lsusd.net
619-390-2630**

**Purchasing Agent: Kristie Summers
ksummers@lsusd.net
619-390-2630
12335 Woodside Avenue**

Lakeside, California 92040

Accounts Payable : Kim Motl

kmotl@lsusd.net

619-390-2600 x 2603

12335 Woodside Avenue

Lakeside , California 92040

Delivery Location: 12335 Woodside Avenue

Lakeside, California 92040

Contact: Karen Ginn, Kristie Summers

619-390-2630

Deliveries per week: 2, Tuesday's & Thursday's 6 am to 10 am (preferred delivery time)

BID SPECIFICATION AND REQUIREMENTS

Each bidder shall review the frozen, refrigerated, processed commodity, dry goods and distribution list on the following pages.

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

Deliveries will not be accepted on Saturday or Sunday.

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

There shall be no delivery minimum in dollar, volume, unit or case 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 District estimates only. Any resulting purchase orders may be for more or less quantity. The District 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 the District at any time during the contract period.

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

All deliveries will be made directly to the District's food service locations, in such quantities and at such times as needed during the term of the contract. All delivered frozen and processed commodity products to all district sites will require products to be delivered to the District's appropriate Food 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 (1) year beginning July 1, 2024 or after Board approval through June 30, 2025, 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 (3) years.

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

BID FORM AND AGREEMENT

Pursuant the District “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 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 three (3) years with References provided showing successful business relationships With at least three (3) school districts of like size.			
Have an active online website accessible to the District to allow Online ordering with the following specifications. At least one (1) Person in the administrative office from the District, have ability to:			
<ol style="list-style-type: none"> 1) Place individual orders for their site. 2) Look up items and request new items not included on bid. 3) Add or delete items on list 4) Look up items on this bid in addition to new items. 5) Run reports for: <ul style="list-style-type: none"> Commodity Tracking System available Commodity Balances to include up to date draw down balances Commodity Reports Usage Reports Sales Reports 			
REQUIREMENTS	YES	NO	
Provide a “trial link” in order to review system			
“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 (14) calendar day lead time to coincide with the fourteen (14) day lead time of non-commodity products.

Provide order confirmations within one (1) business day off 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

Product Recall Program must be submitted with Proposal

Disaster Contingency Plan must be submitted with Proposal

Food Security and Safety Program must be submitted with Proposal

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 Products 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.

Must have available and accessible from website or hard copy, upon Request, the ingredient lists and complete nutritional specification Sheets with signatures as required by USDA for the National School Lunch Program

All vehicles and containers used for transporting foodstuffs must be kept Clean and maintained in good repair and conditi0on in order to protect product From contamination, and must be designed to permit adequate cleaning

All vehicles must be capable of maintaining foodstuffs at appropriate Temperatures and, where necessary, designed to allow 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

Do you offer discounts?

What are the terms,? Please specify

--	--	--

<p>Do you offer storage assistance if the District has a large freezer or refrigerator that becomes nonoperational and requires storage assistance?</p> <p>Please provide costs associated with storage assistance.</p> <p>Contact Person: A contact person must be available, no later than 7:00 AM Monday through Friday for the District 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 prices?</p>			

It is understood that the District reserves 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 order within fourteen (14) calendar days after receipt of order.

It is understood and agreed that if, requested by the District, 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 District against any and all actions, proceedings, penalties, or claims arising out of the Bidder’s failure to comply strictly with IRCA.

The District reserves the right to reject any and all proposal without explanation or recourse and to negotiate with the companies submitting a proposal. The District further reserve the

right to contract to work with whomever and in whatever manner the District decide, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:

- a. After opening of the proposal, a RFP review committee representing the District will score the proposal based on the evaluation criteria.
- b. The Committee may investigate the qualifications of any bidder/vendor under consideration, require confirmation of information furnished by a bidder/vendor, and require additional information and/or evidence of qualifications to perform 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 the District.
- d. The District as a whole will be the sole judge of merit and not necessarily accept the lowest price offered. The District will issue an Award Letter to the successful bidder 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 District, 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 the District 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 District specifications as called out in this bid. The successful bidder shall furnish and deliver the quantity designated in the award of the bid. Any terms determined by the authorized personnel of the Child Nutrition Department to be not in accordance with or conforming to the specifications of the bid, shall be rejected and promptly removed from the District 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 a 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, The District 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, the District 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 to correct or replace the nonconforming supplies within a period of ten (10) days (or such longer period as the District may authorize on writing) after receipt of notice specifying such failure or refusal, the District may, by contract or otherwise, correct or replace them with similar supplies and charge the bidder the cost occasioned to the District thereby. In addition, if the bidder fails to furnish timely disposition instructions, the District may dispose of the nonconforming supplies for the bidder's account in a reasonable manner, in which case the District 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 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 the District in this clause are in addition to and do not limit any rights afforded to the District 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 the District or its agents, bidder shall, within five (5) days after sustaining of such damage, make to the District a written statement of the damage sustained. On or before the fifteenth (15th) day of the month succeeding that in which such damage shall have been sustained the bidder shall file with the District an itemized statement of the details and amount of such damage, and unless such statement shall

be made as thus required, bidder's claim 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 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 or 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 San Diego County, having competent jurisdiction of the dispute, after the Project has been completed, and not before.

The District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In doing so, the District shall make such payments on behalf of bidder. If any payment is so made by the District, then such amount shall be considered as a payment made under Contract by the District to bidder and the District 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 obligation. The District 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. The District shall hold the bidder responsible for any damage which it may sustain because of failure or neglect by the bidder to comply with any terms or conditions 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 herei9n stated, or otherwise fails or neglects to comply with the terms of this contract, the District 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. The District may, whether or not the contract is canceled in whole or part, purchase the materials, equipment, supplies or services elsewhere without notice to the bidder. The prices paid by the District at the time of such purchases are made shall be considered to be prevailing market prices, and an extra cost incurred by the District due to the bidder's default shall be collected by the District from the bidder and/or the surety on the performance bond.

PROTECTION OF PERSON AND PROPERTY The bidder shall be responsible for all damages to person or property that occur as a result of its fault or negligence in

connection with the prosecution of this Contract and shall take a necessary measures and be responsible for the proper care and protection of all materials.

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 below by a RFP review committee of the District. Each proposal will be scored on a scale of 1 to 100 points.

1. **SMALL BUSINESS AND MINORITY, WOMEN, AND DISABLED VETERAN BUSINESS ENTERPRISE (MWDVBE):** (5 POINTS) The District encourages minority, women and disabled veteran owned business enterprises to participate in the Lakeside Union School District 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/faces/codes_displayText.xhtml?lawCode=PCC&division=2&title=&part1.&chapter=2.&article

B. Certification for Small Business and Disables 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 & 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 District.
4. **Sustainability** (10 points) Vendors should have an integrated operation including evidence 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 on a multi-year basis.
5. **Product Specification** (15 points) 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 District, 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 District 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.

PROPOSAL WORKSHEET

Company Name:	
---------------	--

No proposals shall receive consideration by the District unless they include responses to each and every question listed below. Prospective bidder 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 commercial food products not listed on the above referenced RFP's, **quote only a per case delivery fee above landed cost.** Landed Cost is defined as invoice cost from the manufacturer plus freight if freight is not included with invoice cost. You may quote price per number of stops per district only as indicated on table immediately below.

Product category	1 stop per district		
Frozen	\$		
Refrigerated	\$		
Dry	\$		

3. Using a landed cost of \$20.00 per case with no markup, please fully explain your procedure for calculating the price to the District. Indicate what the invoice price to the District 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 product for this example.
4. Will you be able to meet the specified days, hours, and deliveries per week? If not, attach proposed delivery schedule for the District.

Company Name:	
----------------------	--

5. How do you plan to work with the District to set up delivery schedule?
6. Do you have minimums for deliveries? Check: YES _____ or NO _____
If YES please state your minimum delivery amounts (dollar amount, case quantity, etc.)
7. What is your procedure for notifying customers of shortages and/or substitutions?
8. What is your procedure for notifying customers of a product recall?

9. Has your firm backed out of a distribution contract to a school district mid-year within the last eighteen (18) months? If so, please explain.
10. Has your firm resigned or been replaced at the will of a district during the school year within the last eighteen (18) months? If so, please explain.
11. What is your companies "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?
12. What is the lead time you require for orders that ensures a 90% fill rate?
13. Can the District order on-line?
14. How will emergency deliveries (deliveries not on a schedule) be handled?
15. 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?
16. 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?
17. Describe your USDA Foods tracking and reporting abilities in detail.
18. What Value Pass Through methods do you utilize?

Company Name:	
----------------------	--

19. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas.
20. What is your procedure to bring in new products for the District?
21. Do you offer a percentage discount for early payment? If yes, please state terms for discount.
22. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability?

23. Will combination refrigerated/freezer trucks be used to deliver frozen and refrigerated items at the same time? Check: YES _____ or NO _____

24. Describe in detail your ordering instructions for Districts.

REFERENCES

Please submit three (3) current school district references requiring weekly deliveries.

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, REFRIGERATE, AND DRY GOODS

IF BIDDING ON A BRAND OTHER THAN WHAT IS LISTED, PLEASE INDICATE INFORMATION UNDER ALTERNATE MANUFACTURER, ALTERNATE MFG. ITEM NUMBER, AND ALTERNATE PACK SIZE

WORKSHEET

DISTRICTS USAGE FOR FROZEN, REFRIGERATE, AND DRY GOODS

IF BIDDING ON A BRAND OTHER THAN WHAT IS LISTED, PLEASE INDICATE INFORMATION UNDER ALTERNATE MANUFACTURER, ALTERNATE MFG. ITEM NUMBER, AND ALTERNATE PACK SIZE

Line No.	Description	Manufacturer Item No.	Manufacturer	Case Qty	Pack Size	Alt. Manufacturer	Alt. Pack Size	Mfg. Price	Vendor Price
1	100% ROTINI WG	616138/1000013 341	BARILLA	100	2/160OZ				
2	3.5" ENGLISH MUFFIN SLICED WG	5861	PAPAPITA BAKERY	71	12/3.5OZ				
3	3" 51% HAMBURGER BUNS WWW	2018	FRESH BREAD	1507	12/1.85O Z				
4	4" 51% HAMBURGER BUNS WWW	2176	FRESH BREAD	3472	12/2.07O Z				
5	5" 8/1 TURKEY WIENERS	1204	HOFFY	296	2/5LB				
6	51% 4"RND PZA GALAXY CHS WG IW	78366	TONY'S	52	72/4.56O Z				
7	51% 4"RND PZA GALAXY PEP WG IW	78367	TONY'S	50	72/4.56O Z				
8	51% CHURROS APPLE WG IW	41147	J & J SNACK FOODS	10	100/1.9O Z				

Line No.	Description	Manufacturer Item No.	Manufacturer	Case Qty	Pack Size	Alt. Manufacturer	Alt. Pack Size	Mfg. Price	Vendor Price
9	51% ROTINI WG	548230/6738792 021	DAKOTA GROWERS	42	20LB				
10	51% WW BREAKFAST BUN IW	WWB5160	SKY BLUE FOODS	28	60/2.6OZ				
11	6" 51% HOT DOG BUNS WWW	2179	FRESH BREAD	2017	12/1.96O Z				
12	6" WG RF MOZZ CHS STICK	17020111120	BOSCOS	50	144CT				
13	ALL PURPOSE BLEACHED FLOUR	14314	GOLD MEDAL	10	50LB				
14	APPLE DRIED CRISPS	5261	TREE TOP	6	125/.34O Z				
15	APPLESAUCE CUP ORIG UNSWT	ASA10001	PETERSON FARMS FRESH	16	96/4.5OZ				
16	ARTISAN 51% DINNER ROLLS WWW	342	FRESH BREAD	1234	12/2OZ				
17	BAGELS MINI CINN CRMY CHS IW	38399	PILLSBURY	50	72/2.43O Z				
18	BAGELS MINI STRWB CRMY CHS IW	38413	PILLSBURY	64	72/2.43O Z				
19	BAKED BBQ POTATO CHIPS	44395	LAYS	10	64/1.125 OZ				

Line No.	Description	Manufacturer Item No.	Manufacturer	Case Qty	Pack Size	Alt. Manufacturer	Alt. Pack Size	Mfg. Price	Vendor Price
20	BAKED POTATO CHIPS	44396	LAYS	15	64/1.125 OZ				
21	BAKED SOUR CREAM & ONION	33627	LAYS	10	60/.8750 Z				
22	Baking Soda	2125421	CLABBER GIRL BAKING	5	24/16 OZ				
23	BAR CEREAL CINN TOAST CRNCH IW	45576	GENERAL MILLS	10	96/1.420 Z				
24	BAR CEREAL COCOA PUFFS IW	45577	GENERAL MILLS	10	96/1.420 Z				
25	BAR CEREAL GOLDEN GRAHAMS IW	31913	GENERAL MILLS	10	96/1.420 Z				
26	BAR CEREAL TRIX IW	31915	GENERAL MILLS	10	96/1.420 Z				
27	BAR TWIN WG IW	WG1001	DAVES	10	72/2.650 Z				
28	BEANS GARBANZO	2013	LODI CANNING CO	50	6/#10				
29	BITES VANILLA ALL SPORT WG IW	514150	MJM MARKETING	17	150/10Z				
30	BITES VANILLA DINO WG IW	524150	MJM MARKETING	17	150/10Z				

Line No.	Description	Manufacturer Item No.	Manufacturer	Case Qty	Pack Size	Alt. Manufacturer	Alt. Pack Size	Mfg. Price	Vendor Price
31	BOTTLE PURIFIED WATER LG BTL	6827493471	PURE LIFE	213	24/16.9OZ				
32	BRD CRISPY PATTIES WG	10703040928	TYSON	93	175/3.0OZ				
33	BREAKFAST BREAKS CHEERIOS WG	61109	EASTSIDE ENTREES	5	60CT				
34	BREAKFAST BREAKS COCOA PUFF RS	61101	EASTSIDE ENTREES	100	60CT				
35	BREAKFAST BREAKS TRIX LS SG	61114	EASTSIDE ENTREES	100	60CT				
36	BRKFST BRK CINN TST CRUNCH RS	61119	EASTSIDE ENTREES	100	72CT				
37	BROWNIE WG IW	82220	BUENA VISTA	32	96/2OZ				
38	BURRITO BEAN & CHEESE LS WG IW	3180575W	ARIZONA GOLD	284	54/5.75OZ				
39	CEREAL BOWL APPLE JACKS RS WG	38000-78787	KELLOGGS	4	96/1OZ				
40	CEREAL BOWL FROOT LOOPS RS WG	38000-78788	KELLOGGS	22	96/1OZ				
41	CEREAL CINN TOAST CRUNCH WG	11815	GENERAL MILLS	35	96/1OZ				

Line No.	Description	Manufacturer Item No.	Manufacturer	Case Qty	Pack Size	Alt. Manufacturer	Alt. Pack Size	Mfg. Price	Vendor Price
42	Cereal Corn Chex Gluten Free Bulk Pack		GENERAL MILLS	46	4/ 33 OZ				
43	CEREAL CUP CINNAMON CHEX GF	14883	GENERAL MILLS	8	60/2OZ				
44	Cereal Rice Chex Gluten Free Bulk Pack		GENERAL MILLS	100	4/ 33 OZ				
45	CHEETOS PUFFS RF WG	21910	CHEETOS	6	72/.7OZ				
46	CHEEZ-IT	24100 12212	KELLOGGS	16	100Z				
47	CHIC 100% MANDARIN ORNG WG	8-52724-15552-4	YANGS	150	1/43.5LB				
48	CHIC NUG HMSTLE BRD FC WG	615300	GOLD KIST	355	156/3.04 OZ				
49	CHICKEN BREADED SMACKERS WG	110452	GOLD KIST	6	108/4.30 Z				
50	CHICKEN BRST DICED PARM GARLIC	99708	FOSTER FARMS	10	6/3LB				
51	CHIP TORTILLA COOL RANCH RF WG	36096	DORITOS	14	72/10Z				
52	CHIPS TORTILLA IW	ELR2-150	LA VENCEDORA	15	150/2OZ				

Line No.	Description	Manufacturer Item No.	Manufacturer	Case Qty	Pack Size	Alt. Manufacturer	Alt. Pack Size	Mfg. Price	Vendor Price
53	CHIPS TORTILLA NACHO CHS RF WG	31748	DORITOS	14	72/10Z				
54	CHIPS TORTILLA YELLW RND WG IW	261194	SNACK KING	40	60/20Z				
55	Chocolate Chip Semi Sweet			20	1/25 LB				
56	CHURROS CINNAMON WG IW	41149	J & J SNACK FOODS	10	100/1.48 OZ				
57	COCOA KRISPIES CEREAL	38000-01196	KELLOGGS	12	96/1.125 OZ				
58	CONCHA CHOCOLATE WG IW	1454	LUPITAS	50	84/2.250 Z				
59	CONCHA PINK WG IW	1452	LUPITAS	50	84/2.250 Z				
60	COOKIE CHRISTMAS TREE WG IW	71220	BUENA VISTA	17	150/10Z				
61	COOKIE DBL CHOC MINT WG IW	WGDCM140-1SW	FAT CAT BAKERY	4	140/1.30 Z				
62	COOKIE PUMPKIN WG IW	72820	BUENA VISTA	20	150/10Z				
63	COOKIES CELEBRATION WG IW	WGCELC140-1SW	FAT CAT BAKERY	6	140/1.30 Z				

Line No.	Description	Manufacturer Item No.	Manufacturer	Case Qty	Pack Size	Alt. Manufacturer	Alt. Pack Size	Mfg. Price	Vendor Price
64	COOKIES CHOC CHIP WG IW	WGCCC130-AW	FAT CAT BAKERY	22	130/1.75 OZ				
65	COOKIES PUMPKIN WG IW	WGPMPC140-1S W	FAT CAT BAKERY	6	140/1.30 Z				
66	COOKIES SNICKERDOODLE WG IW	WGSC130-AW	FAT CAT BAKERY	4	130/1.75 OZ				
67	CORN DOG CHICKEN	96103	FOSTER FARMS	200	72/4OZ				
68	CORN DOG LF CHICKEN WG	95157	FOSTER FARMS	200	72/4OZ				
69	CRACKER BITE SAVORY HERB WG IW	803155	MJM MARKETING	11	155/10Z				
70	CRACKER BITE SAVORY PZZ WG IW	804155	MJM MARKETING	13	155/10Z				
71	CRACKER CHEEZ-IT WG IW	24100-79263	KELLOGGS	48	175/.750 Z				
72	CRACKERS 51% HEART CINNAMON WG	57075	SMART FOODS	2	200/10Z				
73	CRACKERS GOLDFISH CHEDDAR WG	18105	PEPPERIDGE FARM	17	300/.750 Z				
74	CRACKERS GOT MILK COW SHAPD WG	57076	SMART FOODS	6	200/10Z				

Line No.	Description	Manufacturer Item No.	Manufacturer	Case Qty	Pack Size	Alt. Manufacturer	Alt. Pack Size	Mfg. Price	Vendor Price
75	CRACKERS JUNGLE 51% WG	39085	J & J SNACK FOODS	2	200/10Z				
76	CRACKR BITE SAVORY WHEAT WG IW	801155	MJM MARKETING	6	155/10Z				
77	CRAISINS DRIED CRANBERR-CHERRY	23444	OCEAN SPRAY	27	200/1.16 OZ				
78	CRAISINS DRIED CRANBERR-STRWBR	23445	OCEAN SPRAY	3	200/1.16 OZ				
79	CRAISINS DRIED CRNB WATERMELON	22044	OCEAN SPRAY	12	200/1.16 OZ				
80	Crouton Seasoned Cubed Zero Trans Fat			50	8 /2.5 LB				
81	Dough Cookie Chocolate Chip	58800	Otis Spunkmeyer	3	240/1.33 OZ				
82	Dough Cookie Chocolate Chip 2 Oz	58900	Otis Spunkmeyer	3	160 / 2 OZ				
83	DOUGH SUB ROLL WG	8763	RICHS	1	60/7.5OZ				
84	Dressing Italian Golden			1	4/ 1 GAL				
85	DRIED APPLE CRISPS STRAWBERRY	5260	TREE TOP	30	125/.340 Z				
86	DUNKERS BF TERIYAKI SLAM	CNQTD0753	DON LEE FARMS	150	160/3OZ				

Line No.	Description	Manufacturer Item No.	Manufacturer	Case Qty	Pack Size	Alt. Manufacturer	Alt. Pack Size	Mfg. Price	Vendor Price
87	EGGS WHOLE W/CITRIC CF LIQ	10081	SUNNY FRESH	50	12/2LB				
88	ELBOW MACARONI 51% WG	561893/92109	DAKOTA GROWERS	25	2/10LB				
89	Extract Vanilla Pure	5230057	IMPERIAL/MCCORMICK	10	6/32 OZ				
90	Flour All Purpose Hotel & Restaurant	14314000	GOLD MEDAL	50	1/50 LB				
91	FLOUR FINE GROUND WHOLE WHEAT	58072	GOLD MEDAL	50	50LB				
92	Flour High-gluten Wheat Bleached	734730-23943	ARREZZIO CLASSIC	50	1/50 LB				
93	FROOT LOOPS CEREAL	38000-01796	KELLOGGS	12	96/0.75OZ				
94	FRUIT ROLLUP VARIETY	080918b	GENERAL MILLS	3	72/0.5OZ				
95	GARLIC POWDER	1GPCHIN6I	PACIFIC SPICE	4	5LB				
96	GRAHAM GOLDFISH CINN GIANT WG	26830	PEPPERIDGE FARM	3	300/.9OZ				
97	GRAHAMS APPLE CINN BEAR WG IW	403001	MJM MARKETING	5	300/1OZ				
98	GRAHAMS CHOCOLATE BEAR WG IW	402001	MJM MARKETING	150	300/1OZ				

Line No.	Description	Manufacturer Item No.	Manufacturer	Case Qty	Pack Size	Alt. Manufacturer	Alt. Pack Size	Mfg. Price	Vendor Price
99	GRAHAMS CINNAMON WG IW	308151	MJM MARKETING	50	150/3PK				
100	GRAHAMS MAPLE WAFFLE WG IW	408001	MJM MARKETING	25	300/1OZ				
101	GRAHAMS STRAWBRRY WAFFLE WG IW	405001	MJM MARKETING	50	300/1OZ				
102	GRAHAMS VANILLA BEAR WG IW	404001	MJM MARKETING	50	300/1OZ				
103	GRANOLA CHOCOLATE WG	8004100	ROCKIN'OLA	25	250/1OZ				
104	GRANOLA CINNAMON WG IW	8004209	ROCKIN'OLA	25	250/1OZ				
105	HNY RST SUNFLOWER KERNELS IW	1231780	SUNRICH	50	150/1.2OZ				
106	HOAGIE ROLLS 5" HINGE 51% WWW	348	FRESH BREAD	650	12/2OZ				
107	HOMESTYLE CHICKEN STRIPS WG	625300	GOLD KIST	100	156/3.56OZ				
108	HONEY ROASTED SUNFLOWER KERNEL	7220210	AZAR NUT COMPANY	72	150/1OZ				
109	JALAPENO POPCORN	CaSnack	CALIFORNIA SNACKS	3	24/1.75OZ				

Line No.	Description	Manufacturer Item No.	Manufacturer	Case Qty	Pack Size	Alt. Manufacturer	Alt. Pack Size	Mfg. Price	Vendor Price
110	JALAPENO POPCORN	CaSnack	CALIFORNIA SNACKS	2	24/1.750 Z				
111	JUICE 100% FRUITBLS GOLD RUSH	24025TPF	APPLE AND EVE	100	40/4.230 Z				
112	JUICE 100% ORANGE TANGERINE	86003TPF	APPLE AND EVE	10	40/4.230 Z				
113	KETCHUP PACKETS	REDY59G	RED GOLD	100	1000/9GR				
114	LRG BOWL MARSHMALLOW MATEYS WG	5940	MALT O MEAL	1	48/2OZ				
115	LUCKY CHARMS CEREAL CUPS	14884	GENERAL MILLS	10	60/2OZ				
116	MAYONNAISE LIGHT COMMERCIAL	GB1041	GARDEN BANNER	200	30#CTN.				
117	MAYONNAISE LITE	GB1040	GARDEN BANNER	50	4/1GL				
118	MAYONNAISE LITE	GB1040	GARDEN BANNER	50	4/1GL				
119	MAYONNAISE LITE	892	KENS FOODS	50	4/1GAL				
120	MUCHO QUESO JALP CHS CUPS	39912	LAND O LAKES	100	140/3OZ				
121	MUFFIN BLUEBERRY MINI WG IW	WG380	DAVES	2	90/1.9OZ				

Line No.	Description	Manufacturer Item No.	Manufacturer	Case Qty	Pack Size	Alt. Manufacturer	Alt. Pack Size	Mfg. Price	Vendor Price
122	MUFFIN BLUEBERRY WG IW	WG829	DAVES	100	60/3.150 Z				
123	MUFFIN CHOC CHIP WG IW	WG825	DAVES	100	60/3.150 Z				
124	MUNCHIE MIX KID'S	36308	QUAKER	22	104/.875 OZ				
125	Mustard Dijon Pls Jar	5371299	GREY POUPON	25	6/ 48 OZ				
126	MUSTARD PACKET IW	M283	FOUR IN ONE	25	500/5.5G M				
127	MUSTARD PACKETS IW	7.16E+11	PORTION PAC	25	500/5.5G M				
128	MUSTARD YELLOW	73120/00006	GOLDEN STATE	10	4/1GL				
129	NADA TACO TURKEY IW	6TT200W	BELL TASTY	100	60/5OZ				
130	NUGGETS BAT CHICKEN WG	63307-9	SMART FOODS	44	213/.750 Z				
131	NUGGETS HEART SHAPED WG	63356-9	SMART FOODS	44	10LB				
132	OVEN BAKED CRUNCHY FLAMIN WG	62984	CHEETOS	150	104/.875 OZ				
133	OVEN BAKED CRUNCHY WG	62933	CHEETOS	25	104/.875 OZ				

Line No.	Description	Manufacturer Item No.	Manufacturer	Case Qty	Pack Size	Alt. Manufacturer	Alt. Pack Size	Mfg. Price	Vendor Price
134	OVEN BAKED POTATO CRISPS REG	33625	LAYS	25	60/.8750 Z				
135	Pan Coating Aerosol Garlic Mist		TRYSON	25	6/ 17 OZ				
136	Pan Coating Aerosol Professional		TRYSON	25	6/16 OZ				
137	PANCAKE MINI MAPLE WG IW	38000-92562	EGGO	150	72/3.030 Z				
138	PATTY CHAR BROILD BEEF FC	CNQ262253	DON LEE FARMS	300	240/2.25 OZ				
139	PATTY SAUSAGE CHICKEN	10174430928	TYSON	50	336/1.43 OZ				
140	PIZZA 4X6 CHEESE BULK WW	96WW2-4X6	NARDONE BROS	50	96/5OZ				
141	POPTART CINN FRSTD 1CT WG	38000-55122	KELLOGGS	3	120/1.76 OZ				
142	POPTART FUDGE 1CT WG	38000-12070	KELLOGGS	2	120/1.76 OZ				
143	POPTART STRAWBRY FRSTD 1 CT WG	38000-55130	KELLOGGS	6	120/1.76 OZ				
144	POTATO FLAKES	2970000365/548 474	IDAHOAN FOODS	50	12/28OZ				

Line No.	Description	Manufacturer Item No.	Manufacturer	Case Qty	Pack Size	Alt. Manufacturer	Alt. Pack Size	Mfg. Price	Vendor Price
145	PRE COOKED SHRED TURKEY GRAVY	284728	JENNIE O	100	4/7LB				
146	Pretzel Tiny Twist Bulk	28400376792	Rold Gold	46	6/ 16 OZ				
147	PRETZELS GOLDFISH WG	14396	PEPPERIDGE FARM	3	300/.750 Z				
148	PRETZELS HEARTZELS WG	15940	ROLD GOLD	9	104/.700 Z				
149	PULL APART STHWST QUESO IW	12316	PILLSBURY	50	72/3.880 Z				
150	PULL PORK CARNITA STYLE CKD	15006	BROOKWOOD FARMS	21	2/5LB				
151	RICE KRISPIES TREAT WG IW	38000-11052	KELLOGGS	10	80/1.410 Z				
152	ROASTED SLTD SUNFLOWR KRNLs IW	1105050/665547	SUNRICH	6	150/10Z				
153	ROLL UP STRAW FRUIT RS IW	29162	GENERAL MILLS	28	96CT				
154	ROLLS MINI CINNIS CINNMN WG IW	33686	PILLSBURY	4	72/2.290 Z				
155	ROLLUP RED SUG CZY COLOR FRUIT	1600011561	GENERAL MILLS	3	96CT/.50 Z				

Line No.	Description	Manufacturer Item No.	Manufacturer	Case Qty	Pack Size	Alt. Manufacturer	Alt. Pack Size	Mfg. Price	Vendor Price
156	SANDWICH STRAWBERRY SUNBUTTER	15258	MUFFIN TOWN	100	48/5.2OZ				
157	SANDWICH SUNBUTTER GRAPE	15228	MUFFIN TOWN	150	48/5.2OZ				
158	SAUCE ORIGINAL BBQ PLASTIC	10307	GAYLES	20	4/1GAL				
159	SCOOBY DOO GRAHAM STIX IW	30100-50689	KEEBLER	50	210/10Z				
160	SCOOPS BAKED TOSTITO WG	42537	TOSTITOS	1	72/.875OZ				
161	SEASON LS TAJIN PACKETS	28805	TAJIN	4	1000/.035				
162	SINGLE SERVE KETCHUP PACKET	1.30E+11	KRAFT HEINZ FOODS CO	120	1000/9GM				
163	SLICED JALAPENOS	DS00115	DEL SOL	50	6/#10				
164	SLICED PEPPERONI	10050140269	BONICI	75	10LB				
165	SM BOWL MARSHMALLOW MATEYS WG	27596	MALT O MEAL	2	96/10Z				
166	SPARKLING APPLE JUICE	1507	IZZE	62	24/8.4OZ				
167	SPARKLING BLACKBERRY JUICE	01502-3	IZZE	50	24/8.4OZ				
168	SPARKLING CLEMENTINE JUICE	1505	IZZE	52	24/8.4OZ				

Line No.	Description	Manufacturer Item No.	Manufacturer	Case Qty	Pack Size	Alt. Manufacturer	Alt. Pack Size	Mfg. Price	Vendor Price
169	SPARKLING PEACH	1052-0	IZZE	45	24/8.4OZ				
170	Spice Onion Powder	5229117	IMPERIAL/MCCORMICK	2	3/5.5 LB				
171	Spice Parsley Flakes	5229265	IMPERIAL/MCCORMICK	2	3 /10 OZ				
172	Spice Pepper Black Table Ground	5229356	IMPERIAL/MCCORMICK	2	3/5 LB				
173	Spice Thyme Ground	5229778	IMPERIAL/MCCORMICK	2	6/11 OZ				
174	Sugar Brown Light Cane			10	1 /25 LB				
175	Sugar Granulated Extra Fine Cane			50	1 /50 LB				
176	SUPERPRETZEL BKD 51% WG	30110	J & J SNACK FOODS	17	100/2.2OZ				
177	SWEET AND SALTY POPCORN	8435710084	INDIANA	12	48/1OZ				
178	TOMATOES CRUSHED	1007	CHH	50	6/ 10 LB				
179	TOMATOES DICED	1066	CHH	50	6/10 LB				
180	TORTILLA 8" FRESH PRESS FLOUR	208180	ROMEROS	555	2DZ				
181	TURKEY BACON SLC FC	271106	JENNIE O	50	12/.625LB				
182	TURKEY COOKIE IW	73720	BUENA VISTA	20	150/1OZ				

Line No.	Description	Manufacturer Item No.	Manufacturer	Case Qty	Pack Size	Alt. Manufacturer	Alt. Pack Size	Mfg. Price	Vendor Price
183	Turkey Ham Sliced .5 Ounce Frozen	256535	JENNIE-O	50	4/ 5.25LB				
184	VALENTINE COOKIE IW	73820	BUENA VISTA	22	150/10Z				
185	Vinegar Apple Cider	78000922	HEINZ	1	4/ 1 GAL				
186	Vinegar Red Wine	520420	REGINA CO29	1	4/1 GAL				
187	Vinegar Red Wine 50 Grain			1	4/1 GAL				
188	Vinegar White Distilled 50 Grain			10	4 /1 GAL				
189	WAFFLES MAPLE WG	1556	BAKE CRAFTERS	2	144/1.40 Z				
190	WAFFLES MINI MAPLE WG IW	38000-92315	EGGO	150	72/2.650 Z				
191	WATER SPRING	24514	CRYSTAL GEYSER	700	24/16.90 Z				
192	ZESTA SALTINES IW	30100-01008	KEEBLER	2	500/2PK				

The undersigned hereby declares that all of the representations of this proposal are made under penalty of perjury under the laws of the State of California.

Individual

Name: _____

Signed By: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Partnership

Name: _____

Signed By: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Coroporation

Name: _____

(a _____ Corporation*) Signed By: _____, President

Print Name: _____

Signed By: _____, Secretary

Date: _____

Business Address: _____

Telephone: _____

Joint Venturer

Name: _____

Signed By: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to **If an individual:** _____

Joint Venture

Name: _____

Signed By: _____

Print Name: _____

Date: _____

Doing Business as (DBA): _____

Business Address: _____

Telephone: _____

If a partnership: _____

Signed By: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____, (a _____ Corporation)

Name: _____
Signed By: _____
Print Name: _____
Title: _____
Date: _____
Business Address: _____

Telephone: _____

*A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

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 Sheet
5. ___ Signature Page
6. ___ Non Collusion Declaration in Accordance with Public Contract Code Section 7106
7. ___ Information Required from Bidder
8. ___ Suspension and Debarment Certifications
9. ___ Disclosure of Lobbying Activities
10. ___ Buy American Waiver
11. ___ Iran Contracting Act
12. ___ Addendums/Admendments Issued
13. ___ PRU-21 Chiina Prohibition Certification

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 ten (10) days:

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

Include this page with bid documents.

CONTRACT TERMS

The term of this base contract begins July 1, 2024 or after board approval, through June 30, 2025, and may be extended by mutual 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 the District and provided by Bidder under this contract is estimated to be \$1,600,000.00. Actual expenditures will vary depending on the District needs.

AGREEMENT ACCEPTED BY VENDOR(S)

Signed by: _____

Print Name: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

Signed by: _____

Print Name: _____

Title: _____

Board Approval Date: _____

NONCOLLUSION DECLARATION

TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSAL

(Public contract Code Section 7106)

The undersigned declares:

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

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, corporation, or organization. The proposal 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 proposal. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham proposal, or refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Bidder. All statements contained in the proposal are true. The Bidder has not, directly or indirectly, submitted his or her proposal price or breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, or organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, 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 _____, 2024 at _____(city), _____(state).

Signature: _____

Print Name: _____

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 dully 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 district, public agency or any political subdivision of the state, including each member of a pooling arrangement (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 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 liability to pay compensation, shall file 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 this contract.

Name of Contractor: _____

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 Agreement).

DRUG FREE WORKPLACE CERTIFICATE

This Drug Free Certification is required pursuant to Government Code section 8350 et seq. the DCrug 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 specific acts. In addition, the Act provides that each contract awarded by a state agency may be subject to suspension of payments or termination of contract and the Service Provider may be subject to debarment from future contracting, if the state agency determines that specific acts have occurred.

Pursuant to Government Code section 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 organizations workplace and specifying action which will be taken against employees for violations of the prohibition.
- b) Establishing a drug-free awareness program to inform employees about all the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The person's or organization's policy if maintaining a drug-free workplace;
 - 3. The availability of drug counseling, rehabilitaion, and employee-assistance programs;
 - 4. The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engage in the performance of the contract be given a copy of the statement 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 the statement required by Section 8355(a) and that requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 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: _____ Title; _____

Signature: _____ Date: _____

Print Name: _____

NOTICE TO CONTRACTOR REGARDING CRIMINAL RECORDS CHECK

(EDUCATION CODE SECTION 45125.1)

Education Code section 45125.1 provides that if the employees of any entity that has a contract with a school district may have 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 the Department 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 the Department. When the Department

if Justice ascertained 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 shall notify the employee 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 contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Contractor shall certify to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code section 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 that 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 explosion with intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code section 1192.7 lists the following serious felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; 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 noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or 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 a foreign object against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR CRIMINAL RECORDS CHECK

To the Governing Board of the Lakeside Union School District:

I, _____, certify that:

Name of Contractor

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1)
2. Due to the nature of the work I will be performing for the District, my employees may have contact students of the District.
3. None of the employees who will performing work have been convicted of a violent or serious felony as defined by the Notice and in Penal Code section 1192.7 and this determination was made by fingerprint check through the Department of Justice.

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

Executed at _____, California on _____(Date)

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Telephone: _____

TOBACCO USE POLICY CERTIFICATION

In the interest of public health, the Lakeside Union 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 the District. Failure to abide with this requirement may result in the termination of this contract.

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

Name of Contractor: _____

Signature: _____

Date: _____

PRU-21 CHINA PROHIBITION CERTIFICATION

The Consolidated Appropriations Act of 2021 (Public Law 116-260) Division A, Section 764 (signed into law December 27, 2020), prohibits all Child Nutrition Programs from using federal fund to procure raw or processed poultry products that are imported into the United States from the People’s Republic of China.

We, _____(insert vendor name), certify that _____(insert product name), did not use federal funds to procure raw or processed poultry products that are imported into the United States from the People’s Republic of China.

We further acknowledge that noncompliance with this federal requirement may result in a finding of disallowable cost(s).

Name of Contractor: _____

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 Contractor 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 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 certification requirement fir that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor 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 thi certification on behalf of the Contraactor/financial institution identified below, and the Contractor/financial institution below is not on the current list of persons engaged in investment activities in Iran by DGS and is not a financial institution extending twenty million dollars (\$20,000.000) or more in credit to another person/Contractor, for 45 days or more, if that other person/Contractor will use the credit to provide goods or services in the energy sectorin Iran and is identified on the current list of persons engaged in investment activities in Iran by DGS.

Contractor/Financial Institution (Printed) _____

Federal ID Number (or n/a) _____

Printed name and title of person signing: _____

Date Executed: _____ Executed In _____

OPTION #2 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or bid on, submit a proposal for, or enters into or renews, a contract for goods and distribution.

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

Contractor/financial institution (Printed): _____

Federal ID Number: _____

By(Authorized signature): _____

Printed Name and Title of Person Signing: _____

Date executed: _____

CERTIFICATION AND DISCLOSURE STATEMENTS

The following is an explanation of submittal requirements of the ***Suspension and Debarment Certification Statement*** and the ***Certification Regarding Lobbying*** by school food authorities (SFA) and Food Service Management/Consulting Companies.

Beginning with the 1198/99 school year, instructions to comply with procurement requirements by completion of these certificates will be included in the annual renewal of School Nutrition Programs.

The applicability of this information begins with the 1998/99 school year and is for SFAs that meet one of the following criteria:

- The SFA's estimated annual federal nutrition reimbursement will exceed \$100,000.
- The SFA's annual contract with a Contractor exceeds \$100,000.

- The SFA utilizes a Food Management or Consulting Company and the annual contract exceeds \$100,000.

Suspension and Debarment Certification

This certification is required to be completed by the Contractor each time an SFA renews or extends an existing contract that exceeds \$100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed \$100,000. In these instances, the SFA must obtain a completed **Suspension and Debarment certification** from either the potential Contractor or existing Contractor before any transactions can occur between the sponsor and the Contractor (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that the Contractor or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While this certification is required for all contracts in excess of \$100,000, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file with the SFA. **Do not submit the certification to the California Department of Education.**

Certification Regarding Lobbying

SFA's that receive in excess of \$100,000 in annual meal reimbursement must annually complete and **submit** this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education, Child Nutrition and Food Distribution Division.

In addition, when SFAs put out bids for goods and services or renew/extend contracts that exceed the \$100,000 threshold, they are required to obtain a completed ***Certification Regarding Lobbying*** from either the potential contractor or the existing contractor before any transactions can occur between the SFA and the Contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted to the CDE.

Also enclosed is the ***Disclosure of Lobbying Activities*** form. This is required to be completed if the potential or existing Contractor, using other than federal funds, has paid or will pay for lobbying activities in connection with the school nutrition program. (Item 2 of the ***Certification Regarding Lobbying*** statement).

Applicable to both Certification Statements

- Federal law prohibits SFAs from circumventing the \$100,000 threshold by entering into multiple contracts; each of which do not equal or exceed \$100,000, but the aggregate amount if all the contracts will equal or exceed \$100,000.
- Contractor must submit completed certifications to the SFA as part of the original bid, contract renewal, contract extension. If completed certifications are not included, the original bid is considered nonresponsive, and the contract renewal or extension is incomplete. In

order for the SFA to consider the original bid or renewal/extend the original contract, the Contractor must have submitted current certifications to the SFA.

SFAs with Food Service Management or Consulting Contracts

SFAs utilizing Food Service Management or consulting companies **must** include both certification statements in all Request for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management or consulting company must annually sign and submit to the SFA both the ***Suspension and Debarment Certification*** and the ***Certification Regarding Lobbying***. If receiving more than \$100,000 in federal reimbursement, the SFA is required to sign and submit the ***Certificate Regarding Lobbying*** to the CDE, CNFDD.

Summary

- ***Suspension and Debarment Certification***
 1. The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000.
 2. A Contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.
 3. The SFA retain certification signed by Contractor with executed contract and maintains it on file.
- ***Certification Regarding Lobbying***
 1. SFAs receiving in excess of \$100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.
 2. SFAs must obtain this completed certification from any potential or existing Contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds. **Retain** the certifications with bid documents.
 3. The **Disclosure of Lobbying Activities** form may need to be completed if any payment has been made or will be made to any person or lobbying entity, (Item 2 of ***Certification Regarding Lobbying***).

If you have any questions, please contact Kristie Summers, Child Nutrition Director, by phone 619-390-2630 or e-mail at ksummers@lsusd.net

California Department of Education

School Nutrition Programs Unit

Child Nutrition and Food Distribution Division

April 1998

SUSPENSION AND DEBARMENT CERTIFICATION

U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential Contractor or existing Contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending and existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

pg. 86

RFP No.2024-06F

FROZEN, REFRIDGERATED, PROCESSED COMMODITY, DRY GOODS, AND DISTRIBUTION

INSTRUCTION FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal Procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive order 12549. You may contact the person to which this proposal is submitted for assistance to obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titles “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Cover Transactions”, without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
7. A participant in a covered transaction may rely on a certification of a prospective participant in a lower tier covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render a good faith certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

California Department of Education School Nutrition Programs Unit

Child Nutrition and Food Distribution Division April 1998

Approved by OMB

0348-0046

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filling of form is required for each payment or agreement to make a payment to any lobbying entity for influencing or attempting to influence an officer or an employee of a Member of Congress in connection with a covered Federal action. Use the Sf-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementation guidance published by the Office of Management and Budget for additional information.

1. Identify the type of coverage Federal action for which lobbying activity is and/or has been secured to influence the outcome of a Federal action.

2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee", then enter full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE- 90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any service rendered. Include all preparatory and related activity, not just the time spent in actual contact with

Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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

2. Status of Federal Action:

a. Bill/offer/application

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

- 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 Awardee Tier _____, If known

Congressional District, If Known _____

If reporting entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, If known _____

Federal Department/Agency: _____

Federal Program Name/Description: _____

CFDA Number, If applicable: _____

Federal Action Number, If known; _____

Award Amount, If known _____

a. Name and Address of Lobbying Entity (If individual, last name, first name, MI)

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

(last name, first name, MI):

(attach Continuation Sheet(s) if necessary)

Amount of Payment (check all that apply)

Cash

In-kind; specify:

Nature _____

Value _____

Type of Payment (check all that apply)

Retainer

One-time fee

Commission Contingent fee

Deffered

Other; specify: _____

Form of Payment (check all that apply)

Cash

In-kind; specify:

Nature _____

Value _____

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

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

15. Continuations Sheet(s) SF-LLL-A attached: Yes or No (Circle one)

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: _____

Printed Name: _____

Title: _____

Telephone: _____ Date: _____

Federal Use Only:

Authorized for local

reproduction Standard Form LLL

AGREEMENT

Do not complete. Agreement will be sent after award is made

THIS AGREEMENT, date _____ day of _____, 2024, in the County of San Diego, State of California, is by and between The Lakeside Union School District (herein referred to as “the District”), and _____ (herein referred to as “Contractor”).

The District and the Contractor, for the consideration stated herein, agrees as follows:

1. Contractor agrees to complete the Frozen, Refrigerated, Processed Commodity, Dry Goods and Distribution for Child Nutrition RFP No.2024-06F according to all the terms and conditions set forth in the bid documents, including but not limited to the Notice Calling for Proposals, Proposal Objective, Information for Bidders, Proposal Form, Proposal Pricing Form, Delivery Sites, Instructions for Submitting Proposal, Non-collusion Declaration, Workers Compensation Certification, Drug-free Workplace Certification, Notice to Contractor Regarding Criminal Records Check Certification, Tobacco Use Policy Certification, Certification for Primary Participant Regarding Suspension and Debarment Certification, Disclosure of Lobbying Activities, Buy American, Iran Contracting Act, Meat/Meat Alternative, Grains, and Vegetables and Fruits product formulation statements, (as requested), General Conditions, Special Conditions, all insurance requirements and all modifications, addenda and amendments, items called for in the Agreement, if any, thereof duly incorporated therein. The bid documents are complementary, and what is called for by any one shall be as binding as if called by all.
2. Contractor shall timely perform within the time required by the District everything required to be performed, and shall provide, furnish and pay for all 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 Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.
3. Districts shall pay to the Contractor, 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. The initial term of Agreement is one (1) year from July 1, 2024 through June 30, 2025 subject to termination as set forth in Section 6 of this Agreement. The Agreement may be extended upon mutual written consent of the District and Contractor for an additional two (2) one-year periods. The term of Agreement shall not exceed three (3) years.
5. Time is of the essence.
6. The District shall have discretion to terminate this Agreement at any time and require Contractor to cease all work under this Agreement by providing Contractor thirty (30) days prior written notice of termination specifying the desired date of termination. Upon receipt of written notice of such termination, Contractor shall:
 - (i) Cease operations as directed by the District in the notice;
 - (ii) Take any actions necessary, or that the 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 termination for the Districts' convenience, Contractor shall be entitled to receive payment from the District 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 District.

7. Hold Harmless and Indemnification. To the fullest extent permitted by law, the Contractor, at the Contractor'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, fines, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees to accountants, attorneys or other professionals, arising out of, and in connection with, resulting or relating to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Contractor or any of its officers, agents, employees, any person performing any of the services pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, 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, misstatements or omission with respect to any statement made in the bid documents or any document furnished by the Contractor 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 District which entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due the Contractor under the bid documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Contractor provides the District with reasonable assurance of protection of the Districts interests. The District shall in its sole discretion determine whether such assurances are reasonable.

8. All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Agreement. Defective items shall be made good by the Contractor, and unsuitable items may be rejected,

notwithstanding that such a defective items have been previously overlooked by the District and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District. All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by items satisfactory to the District.

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

10. Contractor shall, at Contractor'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. Contractor agrees to provide an endorsement to those 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, Contractor agrees to name the District, its Governing Board, officers, agents and employees as additionally insured under said policy. No later than five (5) calendar days after the execution of this Agreement, Contractor shall provide the District with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a provision for 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 the amount not	per occurrence	General Aggregate

less than and

Comprehensive Automobile Liability Insurance	<u>\$1,000,000.00</u>	<u>\$2,000,000.00</u>
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	per occurrence	General Aggregate

Workers' Compensation Insurance in accordance with Section 3700 and 3800 of the Labor Code of the State of California \$1,000,000.00

11. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that _____ whose title is _____,

is authorized to act for and bind the corporation.

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

14. The Contractor 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 Contractor shall preserve and make available its records to the District and/or other representative agencies having pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of three (3) years from the date of expiration of this Agreement or until released in writing from this obligation from the District. The Contractor 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 District.

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 District, by personal delivery thereof to the District, or by depositing same in the United States Mail, enclosed in a sealed envelope addressed to the District, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to the Contractor, by personal delivery thereof to said Contractor, or depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor 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. Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws and regulations and orders of the United States, and any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceiling if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of failure to comply strictly with the IRCA. Failure of the District 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 Districts 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 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 if the District.

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

20. Each of the parties signing this Agreement warrants to the other that he or she has 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

Contractor

Lakeside Union School District

By: _____

Signature

Lisa Davis

Print Name

Assistant superintendent of Bus. Svs,

Title

By: _____

Signature

Print Name

Title

Contractor's License No.

Tax Id No.

(Corporate Seal of Contractor, if

corporation)

GENERAL CONDITION

1. **PURPOSE:** The purpose of this Request for Proposal of frozen, refrigerated, processed commodity and dry goods for the Child Nutrition Department of the District.
2. **NO MAXIMUM OR MINIMUM QUANTITIES:** The District does not guarantee that a minimum or maximum amount will be purchased. The District will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by the bidder.
3. **TERM OF AGREEMENT:** The term of the Agreement is one (1) year. The Agreement may be extended upon mutual consent of the District and successful bidder for an additional two (2) one year periods. Price increases may not be negotiated at the time of renewal however any price increase shall be at the sole discretion of the District. The maximum term of this Agreement is three (3) years.
4. **PRICING:** Bid each item separately. Do not include California Sales or Use Taxes in unit prices. These taxes will be added and paid for by the District. Charges for transportation, shipping, delivery, set-up, assembly, installation, and handling of containers shall be included in the price indicated on the Proposal Pricing Evaluation Form and shall not be charged separately. Bid prices are to include shipping, F.O.B. the District site location, freight prepaid. Prices set forth in the Proposal Pricing Evaluation Form remain firm. Quote prices are net including trade discounts.
5. **DELIVERIES:** All equipment or supplies, unless otherwise specified, must be delivered ready for use, within the time frame indicated by the purchase order. Destination will be designated within the boundaries of the District. Actual delivery dates must be coordinated with the District. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. Upon award of bid, the bidder shall keep sufficient stocks of product to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed items. All equipment shall be subject to inspection by the District and acceptance or rejection by the District at time of delivery. Any dented, damaged or unlabeled containers/boxes will be rejected and returned at the bidder's expense. Any equipment received by the District which within thirty (30) calendar days of delivery, is deemed inoperable or damaged shall be returned to the bidder for repair or exchange at the bidder's expense. The District requires that the successful bidder states the expected lead time for the equipment to be furnished under the Agreement. Twenty-four (24) hour notice shall be given to District representative listed on the purchase order prior to deliveries. All shipping material shall be removed from site by the successful bidder.
6. **PAYMENTS:** Payment may be invoiced after actual delivery to the required destination. Unless otherwise specified in writing, each month within thirty (30) days of receipt by the District and an undisputed, properly submitted payment request from Bidder, shall be paid for work performed and for goods delivered to the site and inspected and approved by the District.

7. **PRICE ADJUSTMENTS:** The District must be notified of any change in manufacturing pricing over the Agreement period within thirty (30) days of any change. In the event of a price decline, such lower prices are to be immediately extended to the Lakeside Union School District. In addition, within twenty-four (24) hours of any price decrease, the District shall be notified in writing of such changes and pending orders shall reflect the newer price.
8. **MANUFACTURER/AUTHORIZED RESELLER/DISTRIBUTOR:** Bidders must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information. The manufacturer's letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the bidder named in the bidding documents.
9. **DISCONTINUED AWARDED LINE ITEM:** Successful bidder is required to immediately notify the District when manufacturers have discontinued awarded line item(s). Official notification must be in written format via USPS or e-mail referencing the bid number and line item number with written proof from the manufacturer of the discontinued item.
10. **CATALOG DISCOUNTS:** The district requests the option to purchase additional items from bidder's catalog not listed in bid. The District requests that bidders list a percentage discount on manufacturer(s) entire product line in addition to the specific products that are listed in this bid. Please state percent discount to deduct from catalog prices at the designated place on the bid. The discount will apply to the manufacturer's current and future retail pricing at the time the orders are placed. If bidder is offering more than one discount for a particular manufacturer, please include or attach the discount structure with bid response. After award, successful bidder will be responsible to provide catalogs and brochures too the District. The published catalog price to the same terms and conditions as the bid items. Any exceptions to across the board discounts off of Manufacturer's Price List should be submitted with bid documents.
11. **CUSTOMER SERVICE:** Customer service assistance whether by phone or e-mail might be required by the District. The successful bidder will provide the needed phone assistance in a professional manner and will reply to district personnel within 24 hours of the received e-mail. In case of services that need to be performed onsite, the successful bidder will provide onsite assistance within the next business of the District's request.
12. **DISPUTES:** In an event of a dispute between the parties as to performance of work, the interpretation of this Agreement or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, successful bidder agrees to continue work diligently to completion. If the dispute is not resolved, successful bidder agrees it will neith rescind othe Agreement not stop the progress of work, but successful bidder's sole remedy shall be to submit such controversy to determination by a court of the State of California, in San Diego County, having competent jurisdiction of the dispute, after the work has been completed, and not before.

13. **NO WAIVER:** The failure of the District 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 on any future occasion.
14. **NO ASSIGNMENT:** The successful bidder shall not assign, transfer, convey, subcontract, or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the bidder shall assign, transfer, convey, subcontract, or otherwise dispose of this Agreement or its right, title or interest therein, or any part thereof, such attempt or purported assignment, transfer, conveyance, subcontract, or otherwise disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Bidder, and to its purported assignee or transferee.
15. **INDEPENDANT CONTRACTOR:** While engaged in carrying out and complying with the terms and conditions of the Agreement, the successful bidder shall be deemed an independent contractor and not an officer, agent, or employee of the District.
16. **GOVERNING LAW:** The laws of the State of California and the County of San Diego shall govern all aspects of the bid.