



FULLERTON SCHOOL DISTRICT – NUTRITION SERVICES DEPARTMENT

RFP 2019-04

Nutrition Services – Distribution of Frozen, Refrigerated, Processed Commodity, Snacks and Dry Food Products

REQUEST FOR PROPOSAL

Proposal Due Date

Wednesday, May 8th, 2019 at 10:00:00 A.M.

REQUEST FOR INFORMATION

Information Due Date

Wednesday, May 1st, 2019 at 10:00:00 A.M.

SUBMIT BIDS TO:

FULLERTON SCHOOL DISTRICT

Nutrition Services Department

389 W. Truslow Avenue

Fullerton, California 92832

Phone: 714-447-7435

Fax: 714-447-7476

NOTICE TO BIDDERS

**Fullerton School District
Nutrition Services Department**

**RFP 2019-04 – Distribution of Frozen, Refrigerated, Processed Commodity, Snacks
and Dry Food Products**

**Attention Bidders: Bidders interested in this Request For Proposal need to
complete and email this sheet to Michael Burns at michael_burns@myfsd.org or fax
to 714-447-7476 by April 26, 2019.**

Company Name: _____

Representative Name: _____

Title: _____

Address: _____

City: _____

State/Zip Code: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Contact Michael Burns, Director at michael_burns@myfsd.org or Terri Gonzalez, Senior Secretary at terri_gonzalez@myfsd.org if you have any questions regarding this RFP by May 1, 2019. The above information will be used to send addendums for this request for proposal to all potential bidders who received the bid from the District.

NOTICE OF REQUEST FOR PROPOSAL

FULLERTON SCHOOL DISTRICT
NUTRITION SERVICES DEPARTMENT
389 W. Truslow Ave
Fullerton, CA 92832

RFP Number 2019-04 – Distribution of Frozen, Refrigerated, Processed Commodity,
Snacks and Dry Food Products

NOTICE IS HEREBY GIVEN that the Fullerton School District of Orange County, California, will receive up to, but not later than 10:00:00 A.M., on May 8, 2019, sealed bids for the award of a contract for the Distribution of Frozen, Refrigerated, Processed Commodity, Snacks and Dry Food Products.

Bid documents are available at the Fullerton School District Nutrition Services Department, or can be downloaded from the Nutrition Services Department webpage.

Each bid must conform and be responsive to the bid and contract documents which are contained in the bid and on file in the Nutrition Services Department.

No bidders may withdraw their bid for a period of Ninety (90) days after the date set for the opening of bids or after approval of the Fullerton School Districts Governing Board.

The District reserves the right to accept or reject any and all bids and to waive any irregularities or informalities in the bids or the bid process.

Michael Burns
Director

Publish: April 16, 2019

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PROPOSAL INFORMATION

RFP # 2019-04

Distribution of Frozen, Refrigerated, Processed Commodity, Snacks and Dry Food Products

INTRODUCTION

The Fullerton School District (FSD) is located in Orange County, California. Fullerton School District projected student enrollment for the 2019-20 school year is approximately 13,716 students. Fullerton School District has seventeen (15) elementary schools, two (2) middle schools and three (3) junior high Schools. Fullerton School District serves approximately 1.3 million meals per year.

PURPOSE

Fullerton School District, hereinafter referred to as the District, is seeking proposals from qualified Bidders to procure and deliver Frozen, Refrigerated, Processed Commodity, Snacks and Dry Foods to the Nutrition Services warehouse.

This solicitation defines the program, the products and services that are being sought from the Bidder and generally outlines the program requirements. This bid consists of separate categories; Frozen, Refrigerated, Processed Commodity, Snacks and Dry Food Products, and may be awarded as such, by line item or to one (1) Bidder, whichever is in the best interest of the District.

Contracts, when awarded will be awarded to a single or multiple bidders, depending upon which is most advantageous to District. If the District awards to multiple bidders, one bidder may be used as a primary and the secondary bidder as a back-up. If the winning bidder is unable to fulfill the contract requirements with District, the District may cancel the contract with the winning bidder and enter into a contract with the back-up bidder upon mutual agreement without submitting a new bid. Each contract will be awarded independently by the District and bidders will be required to meet the requirements of District's contract. However, pricing provided in the RFP will be honored by the winning bidder(s) as submitted with this RFP.

DEFINITIONS

The following terms may be used interchangeably. "FSD" means Fullerton School District. "Bid or Proposal" means response made to this solicitation by any bidder. "Bidder, Vendor, Distributor or Proposer" means offeror that submits a proposal in response to this solicitation. "Successful Vendor, Bidder, Proposer or Distributor" means bidder to whom award is made.

CATEGORIES INCLUDE (FROZEN, REFRIGERATED, PROCESSED COMMODITY, SNACKS and DRY FOODS)

The selected Bidder will partner with the District(s) over the term of the contract resulting from this bid solicitation to procure and deliver Frozen, Refrigerated, Processed Commodity, Snacks and Dry foods to Nutrition Service Warehouse designated within the District (see delivery site included in bid documents).

This category includes USDA “brown box” commodities.

Site will require delivery 1-2 days per week. Delivery schedules will be determined by the District based on operational needs. Additional product and service requirements are outlined within the bid documents.

Bids are requested for furnishing the District for Frozen, Refrigerated, Processed Commodity, Snacks & Dry Food Products for the period beginning on or about July 1, 2019 through June 30, 2020, with an option to renew for up to two (2) additional years, in one (1) year increments, for a total contract period not to exceed three years. Estimated quantities are listed on the downloadable bid and attached worksheets and represent the estimated usage during a twelve-month period. The District reserve the right to purchase more or less of the units specified. Required bid documents must be completed and submitted in order for bid to be accepted.

Bids are to be verified before submission, as they cannot be corrected after bids are opened. The signatures of all persons shall be in longhand. Bidders shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. All bids shall be submitted in sealed envelopes bearing on the outside the name of the Bidder, business address, and the name of the project for which the bid is submitted. It is the sole responsibility of the Bidder to see that their bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened. No oral or telephonic modification of any bid submitted will be considered. Any questions should be directed to Michael Burns, Director, via email at michael_burns@myfsd.org or (714) 447-7435.

MEMBERSHIPS

The Fullerton School District is a member of the Santa Clarita Valley Super Co-Op, and as such, Bidders are required to provide pricing to the District that are members for unit/case quantities that is equal or better than that offered to the Co-Op.

RFP Location

Parties interested in participating in the Request For Proposal can find the bid posted on the Fullerton School District Nutrition Services Department Web Page at the following link: <https://fullertonnutrition.org/>

Parties must also download the Fullerton School District bid worksheets posted directly below the RFP.

GENERAL TERMS AND CONDITIONS

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. BID SUBMITTAL. Bidders will be required to submit with their bids all required information labeling and describing the products that they have submitted pricing for. Bids are due in the Nutrition Services Department by the submittal deadline **in a sealed envelope**, with the RFP number, date and time due, displayed on the package or envelope. **The bid submittal deadline is May 8, 2019, at 10:00:00 A.M.** Bidders shall submit their bids on or before the due date and time. The receiving time in the Nutrition Services Department will be the governing time for receipt of bid. Bids will not be opened or revealed before the time set for receipt.

2. EVALUATION/AWARD. The District will award a contract to the bidder whose response, in Fullerton School District sole judgment, represents the best value considering the District's needs. The District reserves the right to accept bid as deemed necessary for the best interest of the District, including the availability of specialty items not carried by another vendor. The District reserves the right to award a contract based on what the District considers the lowest most responsible and responsive bidder, considering all factors. Past performance of a proposer will be evaluated and could subject a bid to be rejected. The District reserves the right to choose the items purchased based on current need and budget and reserves the right to purchase all, some, or none of the products listed in the RFP.

3. PURCHASE ORDER. Items will be purchased on an as needed basis on an Open Purchase Order at any time during the contract period. The District reserves the right to add related items to or delete items from the contract at any time during the period of the contract. (Any items that may need to be added to this bid shall exhibit same mark-up percentage as all other existing/awarded products on the bid). The vendor, upon request, will provide evidence and documentation of cost (at invoice price). The quantities listed for each item are District estimates only.

4. INSPECTION OF FACILITIES. As part of the evaluation process, the District reserves the right to inspect the facilities of the bidder prior to the award of a contract. After such inspection, if a representative of the District determines 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.

Additionally, the District reserves the right to inspect the facility during the contract period at any time during normal business hours upon prior notice. Bidder may also be required to show evidence of its ability to furnish standard material from identified manufacturer(s). Should the vendor vacate an approved facility, a re-inspection will be required under the same conditions for the new facility.

5. DEBARMENT/LOBBYING CERTIFICATION. Per the attached bulletin from the State of California, as a school food authority, this RFP requires that each responding bidder include completed certification statements regarding debarment and lobbying.

6. PRICE CHANGES.

- a. The successful bidder will give the District the advantage of any decrease in prices which may occur during the effective period of this bid. All prices shall be guaranteed for the contract period. Minimum delivery must be stated on the bid.
- b. Prices may only be increased on a pass through basis (i.e. increase to Bidder five cents, increase to District five cents) and must be accompanied by written proof of Increase by suppliers. Products ordered prior to price increase and calling for immediate delivery will be billed at original price regardless of delivery date.
- c. In the event of a price increase, the bidder is responsible for justifying the increase. All price increases must be submitted in writing 30 days prior to the price increase(s).

7. SANITATION.

- a. All products will be produced and handled in accordance with the best sanitary practices.
- b. Employees, equipment, and manufacturing plant shall meet state and county health department requirements to assure clean, sound and sanitary products.
- c. All products must conform to the provisions set forth in Federal, State, County and City laws for protection, handling, processing and labeling.
- d. Plant manufacturing must meet State and County Health requirements.
- e. Attach copies of current health, safety, and/or sanitation certificates/licenses that your company maintains. Copy of current Health Department Permit is required.

8. PRODUCT DELIVERY REQUIREMENT.

- a. Products delivered during the period covered by this request for bid shall be of the quality or grade specified or better, unless prior approval has been received to deliver alternate products of lesser quality or grade from the Nutrition Services Director. No product will be represented as being in conformance with the specification when such is not the case.

- b. Due to the restrictions of available storage space and the regulations of the National School Lunch Program, it is of utmost importance that all items ordered are delivered on the date delivery as requested.
- c. If the bidder is unable to provide the items on the date specified for delivery, it is the bidder's responsibility to notify the District immediately by calling the ordering school. Continual delay in delivery may be taken into account on future quotes and used as a basis for rejection.
- d. Prompt service on all emergency orders will be required.
- e. Deliveries must be made in clean, sanitary vehicles.
- f. Delivery minimum must be stated on the bid, if any.
- g. No fuel surcharges will be levied during the term of this contract.
- h. There shall be no delivery minimum in dollar volume, unit, or case counts on all orders placed and delivered to the District. Deliveries are not to be subcontracted out.

9. DAMAGED OR UNACCEPTABLE PRODUCT. The District reserves the right to refuse complete shipments if there is any evidence of damaged or thawed products. 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 containers will not be accepted. Credit will be required on damaged or unacceptable products. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credit shall be issued in a timely manner. Continued shortages or substitutions will be grounds for termination of this agreement.

10. LIMITATIONS. The District shall not be obligated to accept the lowest priced bid, but will be evaluating bids with the intent of awarding to one or more responsible bidder(s). The District reserve the right in its absolute discretion to accept bids, or any part of bids, as deemed necessary for the best interest of the District. The District may take into account the performance of the bidder with respect to any recent contract(s) with other school districts. The District, however, reserve the right to reject any one or all bids, to waive any informality in the bids, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever bid is deemed to be the lowest responsible and responsive bid MEETING ALL THE CRITERIA SPECIFIED IN THE BID and is in the best interest of the District.

The District makes no representation that participation in the bid process will lead to an award of contract, or any consideration whatsoever. The District shall, in no event, be responsible for the cost of preparing any bid in response to this solicitation. The awarding of the services contract(s), if at all, is at the sole discretion of the District.

11. RESTRICTIONS ON LOBBYING AND CONTACT. From the period beginning with

the date of the issuance of this Request For Proposals 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 Education, selection of members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.

12. OWNERSHIP OF BIDS. All bids submitted become property of the Fullerton School District. The district reserve the right to make use of any and all information or ideas contained in the bids. These bids when submitted become public information and are subject the Freedom of Information requests from the general public. Any ideas, trade secrets, or proprietary or confidential information submitted by the bidder must be stamped as such; however, this may not preclude the district from releasing such information if requested to do so. Entire bids designated as confidential may be rejected by the district.

13. UNIT PRICING. Bidders must propose a per unit price for the products listed in this RFP. Pricing is not to include sales tax. Evaluation of pricing will be based on requirements of this RFP. Bidders are required to include pricing for all items they offer on the worksheet pages of this RFP.

14. CONTRACT TERM. The responses to this RFP are for a term commencing upon a district board approved and fully countersigned contract. Pricing must be submitted for an initial contract period from Governing Board approval through June 30, 2020, with the option to renew annually at the same or lower cost per unit for an additional two years. The contract will not renew automatically.

15. BILLING, DISCOUNTS AND PAYMENTS. Bidder will bill in accordance with the instructions on the purchase orders. Discounts for prompt payment are encouraged and may be offered. Prompt payment discount will not, however, be considered in evaluating bids.

16. INVOICES. Each bidder will be expected to provide invoices per the below requirements.

- a. A monthly statement listing all invoices and a copy of the public agency price schedule sent to Fullerton School District Nutrition Services Office by the 5th working day of each month for the preceding month's deliveries.
- b. Original invoice shall be furnished with two (2) additional duplicates for District use. All invoices and statements shall contain the respective Districts Nutrition Services information.
- c. The individual receiving the merchandise must sign the original statement/invoice
- d. Monthly usage reports to be submitted to the District at month end if requested.

e. Please note that payment from the District to the bidder will be made within 30 days after the receipt of the month end statement.

17. TERMS AND CONDITIONS. The terms and conditions of this RFP are applicable and considered part of the agreement.

18. QUALIFICATIONS. Bidders must demonstrate their ability to quote, process purchase orders, and provide product as needed.

19. REFERENCES. Bids will be judged in part on their experience providing similar product and service to those requested. Bidders may include references, with name and contact number for three unified school districts that are similar to Fullerton School District in size and geographic location.

20. AFFIRMATIVE ACTION. The Bidder shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet Federal and State guidelines.

No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

21. SUBMITTED DOCUMENTS. Bidders are required to submit the all documents requested in the RFP.

22. DISCONTINUANCE OF SERVICE. Failure on the part of the successful Bidder to meet contract requirements shall be cause for cancellation. Either party may cancel the contract upon a thirty (30) day written notice to the other party prior to the end of the contract term.

The District reserve the right to discontinue service upon 24-hours' notice for due cause which shall include such reasons as unsatisfactory product or service. **FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.**

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

23. PRICING METHODOLOGY. The pricing methodology proposed must remain in effect for the term of the contract, including any annual extensions. The proposed pricing methodology will also be applied to any new products requested. New commercial food

products shall be priced using the Bidder's landed cost. Landed cost is defined as invoice cost from the manufacturer plus freight, if freight is not included with invoice cost. FOB: All pricing shall be quoted FOB district locations as specified in this document or attachment thereof. All freight charges must be included in the bid price.

24. PRICE ADJUSTMENTS. The successful Bidder shall be allowed to adjust prices upon presentation of suitable proof of a price increase from a manufacturer or processor. Price increases shall not be automatic or guaranteed. A notice shall be sent including proof of any increase thirty (30) days prior to the increase. The Fullerton School District has the right to review all requested increases to render a decision to accept or reject price increase. No increase to the price will be allowed sooner than one hundred eighty (180) calendar days from the date of bid award, including thirty (30) calendar days advance written notice. Any change to the price shall be subject to mutual agreement by both parties.

In the event of a decline in price, the successful Bidder is to give the District the immediate advantage of such a decrease and inform the District of the decrease. All orders placed under this agreement shall be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

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

26. ORDER CONDITIONS/DELIVERY MINIMUMS. There shall be **no minimums in dollar volume or case counts.**

The District reserve the right to not necessarily purchase all items and/or quantities listed on the attached bid forms included in the bid documents. The quantities listed are estimates to the needs of the District(s) and may be adjusted to meet the actual needs, when determined.

The District shall not be obligated to purchase or reimburse the Bidder for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

27. VEHICLE DELIVERY CONDITIONS. All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary, designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures.

Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Ice cream should be received at 8°F or lower.

Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 40°F or lower.

Dry items and canned goods must be received between 50°F and 70°F. Canned, jar and bottled goods must be in good condition with no broken seals, dents, rust, cracks, swollen ends or leakage of any type. Dry items must be received dry with no tears, puncture, holes or signs of moisture.

Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings.

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PARAMETERS WILL BE REJECTED.

28. PRODUCT QUALITY CONTROL. The District reserve the right to discontinue service of all or any portion of any contract resulting from this 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 standard, and to hold the contractor in default.

All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Bidder's plant is located or by the applicable federal standards, whichever is higher.

Bidder shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Bidder shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of Orange or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

Bidder shall follow appropriate procedures for First in First out (FIFO) stock rotation system. Products received shall not have a shelf life or expiration date less than **eight (8) weeks** from the date of delivery, without prior consent of the District(s).

Bidder shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the Bidder's Hazard Analysis Critical Control Point (HACCP) system must be submitted with its submission. Proof of regular voluntary audits by a third party inspector is required and the most recent copy must be included with the RFP submission.

In the event of a product contamination issue, Bidder shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted

with bid (HACCP Plan, Food Security and Safety Program including (Pest Control Policy).

The Bidder agrees to permit inspection of the delivered items by a representative of the District's Nutrition Services Department with the right of rejection of inferior merchandise. The District's decision shall be final and credits must be provided upon request.

29. PACKAGING. Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District(s) for product or freight.

30. NUTRITIONAL INFORMATION AND LABELING. For the District to be compliant with California Department of Education and USDA labeling requirements, Nutrition Services requires Product Formulation Statements (PFS) or Child Nutrition (CN) Labels for all entrées, and creditable grain, protein, fruit or vegetable products sold to the District. PFS's must be signed by the manufacturer and contain the following information: product name, code number, serving size, type and weight of the creditable ingredient, date signed, printed name, signature, and title of the company representative certifying that the information on the PFS is true and correct, and documentation of the manufacturer calculation. PFS and CN labels for all goods sold to the District must be posted on the Bidder's website and be readily accessible for the menu planners.

The following information will be required from the manufacturer: 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), iron (mg).

31. ALL PROCESSED FOODS SHOULD NOT CONTAIN ANY ARTIFICIAL TRANS FAT. 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 which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Bidder shall notify Nutrition Services Department 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 Nutrition Services Department.

All food items must have documentation available stating country of origin for ingredients to best comply with the buy American provision.

32. DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS. Any and all products delivered during the period covered by this bid shall be only the exact

manufacturer's products and code numbers as requested by the District unless prior approval has been received to deliver alternate products. The District will not allow substitutions without prior approval.

No product will be represented as being in conformance with the specification when such is not the case. District preferences have been pre-determined in accordance with taste tests and pricing evaluations. Products are on a menu based upon very specific nutritional analysis and a copy of that analysis is on file at the District.

If the desired product is absolutely not available for any reason, the District shall be notified at least three days in advance of delivery and the District shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the District. When substitutions do occur, Bidder shall provide nutritional statements and ingredient listings of the replacement product.

The Bidder must provide the specified product or an acceptable substitute, as determined by the District. 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 of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the District.

33. DELIVERIES. The successful Bidder will make mutually acceptable delivery time options available to Nutrition Services warehouse. The District reserve the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. The delivery location with delivery time window is included in the bid document. To ensure Nutrition Services Department can properly receive and inspect deliveries and ensure perishable foods are placed in refrigerated storage prior to meal service, the District require deliveries between the hours of 5:00 AM and 10:00 AM (refer to attached delivery requirements for site availability). The Bidder must provide the District with a delivery schedule, which includes an assigned delivery window.

34. ACCOUNTING. Invoices will be furnished in triplicate and include delivery site, product name, quantity ordered, quantity delivered, unit size, unit price and commodity pass through value, if applicable. The original copy is to be kept by the Bidder. The original invoice must be signed by the individual receiving the product and is to be left for the Warehouse Coordinator. An invoice signed by the Warehouse Coordinator or designee is required in order for the invoice to be processed for payment.

A legible delivery discrepancy receipt shall be left at the warehouse in the case of a return or shortage. Credits shall be issued in a timely manner.

Statements for all goods purchased within a calendar month shall be made available on an individual school basis. Statements should be sent by the 5th of the month following the month of purchase.

The payment terms of this contract shall be "Net 30 days" unless otherwise indicated below. All invoices are due and payable within 30 days from the statement date.

35. ADDITIONAL REQUIREMENTS

- a) The Bidder must have an established "net-off invoice" billing system in place to pass-thru the value of commodities (processed commodities only).
- b) The Bidder must have the ability to deliver ALL processed commodities with a ten (10) day lead time to coincide with the ten (10) day lead time for non-commodity products (processed commodities only).
- c) The Bidder must stock "fee for service" and "modified fee for service" processed commodities and be prepared to deliver those processed commodities with a ten (10) day lead time to coincide with the ten (10) day lead time for non-commodity products (processed commodities only).
- d) The Bidder must have an automatic rebate system in place to efficiently handle automatic rebate programs as offered by manufacturers.
- e) The Bidder must offer an active website to allow on-line ordering and reporting. District(s) must have access to sales reports, commodity balances, and commodity reports via on-line.

36. EVALUATION AND SELECTION PROCESS. Selection of a qualified and responsible Bidder will be based on the questionnaire, included in the bid documents, as well as quality and completeness of submitted bid, understanding of objectives, experience and expertise with public agencies and similar types of efforts, current and past performance as evidenced by current/former districts, and references. Additional questions may be asked of the Bidder and interviews may be conducted.

The selection committee will make its recommendation to the Superintendent and Board of Education. District staff members will notify the successful Bidder of the intention to enter into an agreement.

You may include a link to your company's web site to reference supplemental or additional information. Bids not conforming to the requirements set forth herein may not be considered.

37. EVALUATION CRITERIA. To be deemed responsive and qualify for evaluation, a bid must be timely submitted and materially satisfy all mandatory requirements identified in this bid solicitation. Nonresponsive Bidders will not be evaluated. Bidders will be evaluated by the criteria shown below. Each bid will be scored on a scale of 1 to 55 points. Bidders scoring a minimum of 45 points in the Technical Criteria (CRITERIA #1 - #4) move on to the price determination. Contracts shall be awarded to the responsive and responsible Bidder, with a minimum score of 45 points on the Technical Criteria, and the lowest pricing overall in each category or by line item, whichever is deemed in the best interest of the District.

Criteria #	Technical Criteria Description	Maximum Points
1	<u>Location/Accessibility</u> - ability to meet needs in a timely manner.	5
2	<u>Vendor Questionnaire</u> - includes number of years' experience in providing Frozen, Refrigerated, Processed Commodity and/or Dry Food Products, experience with K-8 foodservice, fill rate, and reference checks.	30
3	<u>Claims, Lawsuits, Arbitrations</u> - includes information from Vendor Questionnaire.	10
4	<u>Completeness of Response</u> - Organization of response, including grammatical errors.	10
5	Overall Pricing	45

38. **FINAL DETERMINATION AND AWARD.** The District reserve the right to contract with any entity responding to this bid, to reject any bid as non-responsive, and not to contract with any Bidder for the services described herein. The District makes no representation that participation in the bid process will lead to an award of contract, or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any bid in response to this bid solicitation.

The District shall **not be obligated to accept the lowest priced bid.** Award will be based on the Bidder whose bid has been determined to be responsive and responsible, meeting the specified qualification criteria herein with a minimum score of 45 points in the evaluation criteria, and the lowest price overall in each category or by line item, whichever is deemed most advantageous to the District. The District, however, reserve the right to reject anyone or all bids, to waive any informality in the bids or in the bidding, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever bid is deemed to be the lowest responsible bid MEETING ALL THE CRITERIA SPECIFIED IN THE BID.

The District further reserves the right to award to one or more bidders as determined to be in the best interest of the District.

39. **MERGERS, ACQUISITIONS, OR BUYOUTS.** In the event that the awarded 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.

40. **DEPT. OF EDUCATION-CHILD NUTRITION DIVISION FORMS.** Per the California Department of Education, Child Nutrition and Food Distribution Division, School Nutrition Programs Unit, the following attached forms: Suspension and Debarment Certification; Certificate Regarding Lobbying; Disclosure of Lobbying Activities; Buy American Certification; and Iran Contracting Act Certification must **be completed and submitted with bid.** **Bids received without these forms/certifications will not be considered.**

41. 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, bidder's offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this bid. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased. Awarded bidder will be required to provide information on products origin. Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program (SP-24-2016) (7 CFR 210.21(D)).

It is therefore required that bidders responding to the Request for Proposals indicate whether products offered on this bid meet the definition of "domestic commodity or product" as stated in the definition located in 7 CFR 210.21(D) Indication shall be made on the Bid Worksheet as part of the response to this bid. The successful bidder shall provide proof of compliance with this provision at the request of the district.

42. RIGHT TO AUDIT. The Bidder shall submit to third party audits and/or inspections initiated by the District during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Bidders 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.

43. SAFETY AND SECURITY. The Bidder shall comply with all District security regulations.

All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (CalCode). Bidder's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the District at: Fullerton School District at (714) 447-7435.

44. IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT. Pursuant to the Iran Contract Act of 2010 (Public Contract Code 2200-2208), Vendors/Bidders are ineligible to bid on or submit a bid for any contract with a public entity for goods or services of one million dollars (\$1,000,000.00) or more if the Vendor/Bidder engages in investment activities in Iran. For bids one million dollars (\$1,000,000.00) or more, bidders must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contracting Act of 2010 Compliance Affidavit attached and submit with their bid at the time of bid. Failure to do so may deem your bid non-responsive.

45. ALCOHOLIC BEVERAGE AND TOBACCO-FREE CERTIFICATION. The successful bidder shall agree to enforce an alcoholic beverage and tobacco-free work site.

Certification form included in bid documents must be completed and submitted with bid. Bids received without these forms/certifications will not be considered.

46. CLEAN AIR ACT. Distribution must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

47. ENERGY POLICY AND CONSERVATION ACT. Bidder must be in compliance with the requirements of the Energy Policy and Conservation Act. Documentation of such must be provided upon request.

48. BID FORMAT AND REQUIRED INFORMATION. Bidders responding to this bid must follow the format below. Bidder must submit one (1) original and one (1) copy of their bid, along with one (1) digital copy on flash drive or CD/DVD. Bids should be properly and legibly filled out, include responses to all questions, and are to be verified before submission, as they cannot be corrected after bids are opened. Bidders shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. It is the sole responsibility of the Bidder to see that their bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened. No oral or telephonic modification of any bid submitted will be considered. A link to the company website may be included to reference supplemental or additional information.

Bid Submission Components (A – U)

A. Cover Letter (three single sided pages maximum)

1. A brief statement of interest and summary of relevant qualifications to engage in a professional relationship with Fullerton School District.
2. The following statements:
“The [Bidder’s name] received a copy of the standardized Agreement for Services used by Fullerton School District, including the indemnity provisions and professional liability insurance provisions contained therein. If given the opportunity to contract with the District, the [Bidder’s name] has no substantive objections to the use of these Agreements.”

“I certify that I have read the attached bid solicitation and accompanying instructions and that I am authorized to commit the firm to the bid submitted.”
3. Name and Nature of Bidder’s Legal Entity: Specify in the bid the name and nature of the legal entity and any fictitious name(s) under which it does any business. An authorized officer or person shall sign the bid under the correct firm name.
 - a. Bidder name
 - b. Address
 - c. Name of contact person

- d. Phone number
- e. Email address
- f. Year Bidder was established
- g. Number of employees
- h. Web site/Facebook page
- i. Signature of authorized officer or person
- j. Corporate seal (if a corporation)

B. Pricing Methodology –Bidder Questionnaire. Provide a pricing methodology on attached Bidder Questionnaire that will result in the lowest overall cost to the District, taking into consideration a thorough, clearly explained description of how products will be priced to the District(s). For processed commodities, Bidder shall utilize manufacturer pricing from the solicitation documents released and awarded by the Santa Clarita Valley School Food Services Agency:

- RFP No. 1902 for Processed USDA Foods Products and Commercial Equivalents (Market Basket) for Super Co-Op Member Districts, awarded March, 2019.

C. Relevant Qualifications/Experience – Bidder Questionnaire. Bidder shall be required to respond to the attached questionnaire completely to be considered, and encouraged to provide detailed responses. Provide your answers to the Bidder Questionnaire included in the bid documents.

D. School District Reference List. Provide a minimum of three references from school districts in Los Angeles County, Orange County, Riverside County, San Bernardino County or San Diego County for contracts you have completed in the last three years that are of similar scope and complexity. Provide references on attached School District References form included in the bid documents.

E. Insurance. Bidder shall maintain during the life of this contract General Liability and Property Damage Insurance to protect themselves and, as an additional insured, the District(s), its governing boards, its officers, its agents, and its employees from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth and be primary over any other insurance carried by the District(s). Bidders are required to furnish certificates of insurance, along with the additional insured endorsements, prior to start of work.

- a. Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000/\$2,000,000 Aggregate.
- b. Property Damage Liability Insurance including auto (both owned and non- owned): Not Less Than \$1,000,000 Aggregate.
- c. Automotive and Truck no less than \$1,000,000.00
- d. Insurance certificate must name the District(s) as additional insured.
- e. Certificate to be submitted by Bidder prior to award.

f. Workers' Compensation insurance shall be maintained as required by California law, \$1,000,000.00

F. Worker's Compensation Certificate

This form must be completed and submitted with your bid. Bids received without this form/certification will not be considered. (Included in bid)

G. Hazard Analysis Critical Control Point (HACCP) Plan

Bidders on this contract must have a HACCP Program in place for the company. A copy of the Bidders HACCP Plan must be submitted with your bid. (supplied by bidder)

H. Food Security and Safety Program

A copy of the Bidders Food Security and Safety Program must be submitted with your bid. (supplied by bidder)

I. Product Recall Program

A copy of the Bidders Product Recall Program must be submitted with your bid. (supplied by bidder)

J. Disaster Contingency Plan

A copy of the Bidders Disaster Contingency Plan must be submitted with your bid. (supplied by bidder)

K. Evidence of Satisfactory Third Party Safety Audits

The most recent copy of the third party safety audit conducted must be submitted with your bid. These audits must be completed by an accredited food safety auditing organization. (supplied by bidder)

L. Suspension and Debarment Certification, U.S. Department of Agriculture

This form must be completed and submitted with your bid. Bids received without this form/certification will not be considered. (Included in bid)

M. Certification Regarding Lobbying & Disclosure of Lobbying Activities

This form must be completed and submitted with your bid. Bids received without this form/certification will not be considered. (Included in bid)

N. Iran Contracting Act of 2010 Compliance Affidavit

This form must be completed and submitted with your bid. Bids received without this form/certification will not be considered. (Included in bid)

O. Buy American Certification

This form must be completed and submitted with your bid. Bids received without this form/certification will not be considered. (Included in bid)

- P. Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
This form must be completed and submitted with your bid. Bids received without this form/certification will not be considered. (Included in bid)
- Q. Contractor's Certificate Regarding Drug-Free Workplace
This form must be completed and submitted with your bid. Bids received without this form/certification will not be considered. (Included in bid)
- R. Consultant/Contractor Certification Regarding Background Checks
This form must be completed and submitted with your bid. Bids received without this form/certification will not be considered. (Included in bid)
- S. Bid Worksheet
This form must be completed and submitted with your bid. Bids received without this form/certification will not be considered. (Included in bid)
- T. Signature Page
This form must be completed and submitted with your bid. Bids received without this form/certification will not be considered. (Included in bid)
- U. Non-collusion Declaration
This form must be completed and submitted with your bid. Bids received without this form/certification will not be considered. (Included in bid)

INSTRUCTIONS TO BIDDERS

1. **PREPARATION OF BIDS.** The DISTRICT invites sealed bids on the form attached to be submitted at the time and place stated in the Notice To Bidders - Invitation For RFPs. Bids shall be submitted on the prescribed forms, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by the signature of the bidder. Both unit price and extension (where applicable) for all line items must be shown where required on the bid form. All costs associated with preparing a bid will be borne by the bidder and cannot be passed on to the District

2. **TERM.** The term of this agreement for the delivery of the products as described in this request for bid to the District is for one year with the option to renew for two additional years after the expiration of the first year. The initial term of the request for bid is from Governing Board approval through June 30, 2020. If the District desires to renew the term of the agreement, the District and vendor will agree to the additional term, and the term will commence only after Board approval is received.

3. **ESTIMATED EXPENDITURE:** Total expenditures under this contract is unknown, although previous amounts have been \$1,000,000.00 to \$1,500,000.00 annually. Although no guarantee can be given that this total will be reached or that it will not be exceeded. Bidder agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period.

4. **BID PRICES.** All prices proposed must be brands indicated or approved equal. If proposing alternate brands, items, sizes, brightness, please so indicate on the bid form. Samples of the alternate may be requested and tested before approving, and the cost of samples and shipping are born on bidder. Provide pricing for each item separately. Prices must be stated in the unit it is specified. In case of discrepancy between the unit price and the extended price, the unit price will be considered correct. All prices shall be the total price and shall include all costs for delivery F.O.B. to Fullerton School District. The District will allow for price increases and decreases throughout the duration of the contract. Any price increases requested by the vendor must be approved by the District prior to the increase being put into effect. The bidder must provide supporting documentation to the District that justifies the price increase. Prices for the products may be negotiated during the duration of this contract.

1. Do not include Sales Taxes in the bid. Sales Taxes will be added at time of order. The DISTRICT will only pay State Sales and Use Tax; however, California Use Tax will be paid to out-of-state only when their permit number is shown on both their bid and invoices.
2. The DISTRICT is exempt from payment of Federal Excise Taxes, and will furnish vendor with a tax Exemption Certificate if requested. **DO NOT INCLUDE ANY FEDERAL EXCISE TAXES IN YOUR BID.**

3. If any new or additional taxes were not in effect at the time of the bid but are in effect prior to delivery of bid items, the DISTRICT shall pay such taxes.
4. The DISTRICT shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Bidder to any other school district or any other State, County, municipal or local governmental agency in Orange County or other California Counties for the materials/equipment listed on the bid.

5. BID FORM / WORKSHEET. Bids shall be made on the blank forms prepared and provided by the Fullerton School District. Bids shall give the prices proposed in figures, shall give all other information requested herein, and shall be signed by the bidder or authorized representative, with the appropriate address. If an individual makes the bid, his or her name, signature, and post office address must be shown. If a firm or partnership makes the bid, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the bid, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the corporation makes the bid, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished showing the authority of the officer signing the bid to execute contracts on behalf of the corporation.

6. ADDENDA. The District reserves the right to issue addendums to the bid documents and specifications at any time prior to the delivery of sealed bids. A copy of all addendums will be mailed, faxed or emailed to each bidder. The addendum must be acknowledged as received on the bid form. Any bidder who receives said addendum but does not acknowledge on their bid I may have their bid disqualified.

7. DEADLINE, BID SUBMITTAL. Bidders shall submit their bid by the "Bid Submittal Deadline". The "Bid Submittal Deadline", is shown on the Notice to Contractors form. The receiving time in the Purchasing Department will be the governing time for receipt of bids. Bidders shall submit their bids on or before May 8th, 2019, by the "Time Due". The "Time Due" is shown on the Notice to Contractors form. The receiving time in the Nutrition Services Department will be the governing time for receipt of bids. Bids will not be opened or revealed before the time set for receipt.

8. ERASURES, INCONSISTENT OR ILLEGIBLE BIDS. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures of the person or persons signing the bid. Correction of any such errors shall be made prior to the bid opening only. In the event that DISTRICT determines that any bid is unintelligible, inconsistent or ambiguous, the DISTRICT may reject such bid as not being responsive to the Request For Bid. Verify your bid before submission, as it cannot be withdrawn or corrected after the opening.

9. AWARD OF CONTRACTS. The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or bid process. If two identical low bids are received from responsible Bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. The award of the contract will be by action of the governing board and to the lowest responsible and responsive bidder from among those bidders responding to the Request For Bid. In the event an award is made to a bidder, and such bidder fails or refuses to execute the contract and provide any required documents within ten (10) days after notification of the award of the contract to bidder, the DISTRICT may award the contract to the next lowest bidder or release all bidders.

It is the intention of the DISTRICT to award a contract as determined to be in the best interest of the DISTRICT. The right is reserved to reject any or all bids, to waive any informality in bids, and to accept or reject any item thereon. Award shall be based on price as well as past service, current service availability, delivery performance, and quality as contained in the specifications.

A. The DISTRICT does NOT guarantee that all items shown on this bid will be purchased. The right is reserved to purchase additional quantities at the bid prices during the period this contract is in force. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the DISTRICT.

In addition to other factors, bids will be evaluated on the basis of advantages or disadvantages to the DISTRICT that might result from making more than one award (multiple awards).

10. CONTRACT DOCUMENTS. The complete contract will consist of the General Bid Instructions and Conditions, Contract Terms and Conditions, certifications, the bid of the Bidder, its acceptance by the District(s), the Purchase Order issued by the District(s), and all amendments, any of which shall be interpreted to include all provisions of the other documents as though fully set forth therein.

11. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the execution of the contract, successful bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The bidder shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. 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.

12. DISQUALIFICATION OF BIDDER. If there is reason to believe that collusion exists among the bidders, the Fullerton School District may refuse to consider bids from participants in such collusion. No person, firm, or corporation under the same or different

name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-bid to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-bid or quoting prices to other bidders. Reasonable ground for believing that any bidder is interested in more than one bid for the same work will cause the rejection of all bidders for the work in which a bidder is interested.

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

14. MODIFICATIONS. Changes in the bid documents, additions to the bid, or any other modifications of the bid form may result in rejection of the bid as not being responsive to the request for bid. No oral or telephone modifications shall be considered. Written modifications received prior to the closing date and time will be accepted.

15. BRAND. All bidders must state in the bid whether the items are per specifications or equal product. If providing a bid for items other than the make and manufacturer specified, the manufacturer name and number must be provided in the bid documents. If alternates are specified, the District may require a sample of the product prior to award. All samples will be delivered free to the District and such samples may be destroyed during testing. Bidders providing bids for equal items must provide documentation showing equivalency of those items.

16. LATE BIDS. Late bids will not be considered and will be returned to bidders unopened. It is the bidders' responsibility to ensure that their bids have sufficient time to be received by the Nutrition Services Department before bid opening.

17. BID ACCEPTANCE PERIOD. Unless otherwise specified herein, prices are firm for a period of ninety- (90) days to allow the District to review the bids and approve a vendor.

18. BIDS WITHDRAWAL. A bidder may withdraw any bid he/she has submitted at any time prior to the hour set for the closing of the bids provided the request for withdrawal is signed in a manner identical with the bid being withdrawn. No withdrawal or modification will be permitted after the hour designated for closing of bids.

19. ANTI-DISCRIMINATION. It is the policy of the District that in connection with all services performed, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, the California Fair Employment Practice Act beginning with Labor Code #1410 and #1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.

20. QUANTITIES. Quantities, if shown, are estimated usage of the District for a period of

one (1) year. The District reserves the right to purchase more or less of the units specified. Quantities are not guaranteed by the District. If the bidder agrees to allow other agencies to piggyback off of this request for bid, lesser quantities will be negotiated between the bidder and the agency. Fullerton School District will not be held liable for ensuring quantities purchased by other agencies.

21. BID CALCULATION ERRORS. In the event there is a discrepancy between the extended amounts and the unit prices bid, the unit prices shall prevail and the corrected sum will be considered the bid price.

22. EQUAL PRODUCTS. The use of a product name, or any special brand or make, in describing a product does not restrict bidders to that product. An equal of the named product will always be given due consideration. The “or equal” product must be equal or better in quality, utility and all other requirements to the manufacturers or brands bidder specified. Bidders must note the product on their bids and provide sufficient evidence proving equivalency to the District. If a make, brand or manufacturer is not stated, it is understood that the specific product has been bid on.

23. EVIDENCE OF RESPONSIBILITY. Upon the request of the District, a bidder shall submit promptly to the District or its designee, satisfactory evidence showing the bidder’s financial resources, the bidder’s experience in performing the type of contract required by the District, the bidder’s organization available for the performance of the contract, and any other required evidence of the bidder’s qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of the bidder’s responsibility to perform the proposed contract may result in rejection of the bid.

24. PROTESTS. Bidders may file a protest with the Nutrition Services Director before award of contract to any vendor. The bidder must include in their protest a detailed explanation of the protest, proof that such protest is valid, supporting documentation as to why the protest should be reviewed, and the action that the vendor feels should be taken. Protests must be received no later than five (5) calendar days after the opening of bids. The Nutrition Services Department will review all documentation received from the bidder filing the protest and make a decision on the validity of the protest. The Nutrition Services decision shall be final.

Any bidder submitting a bid may file a protest of the district's intent to award the Contract provided that each and all of the following conditions are met:

1. The protest must be submitted in writing to the district (email is not acceptable), before 4 p.m. of the fifth business day following bid opening.
2. The initial protest document must contain a complete statement of any and all basis for The protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

3. The protest must refer to the specific portions of all documents which form the basis for the protest.
4. The protest must include the name, address and telephone number of the person representing the protesting party.
5. Any protest not conforming to the foregoing shall be rejected by the district as invalid. Provided that a protest is filed in strict conformity with the foregoing, the district's Assistant Superintendent, Business Services, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the protest. Either the District Assistant Superintendent, Business Services or other individual designated by him/her shall provide the bidder submitting the protest with a written statement concurring with or denying the protest within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.
6. The District's Board will render a final determination and disposition of a protest by taking action to adopt, modify or reject the disposition of an award as reflected in the written statement of the Assistant Superintendent, Business Services or his/her designee. Action by the district's Board relative to an award shall be final and not subject to appeal or reconsideration by the district, any employee or officer of the District or the District's Board.
7. The rendition of a written statement by the Assistant Superintendent, Business Services (or his/her designee) and action by the district's Board to adopt, modify or reject the disposition of the award reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the district's intent to award the Contract, the district's disposition of any protest or the district's decision to reject all bids received.
8. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of a protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.
24. INTERPRETATION OF BID AND SPECIFICATIONS. If any bidder submitting a bid has doubts as to the meaning of any part of the specifications, documents, or forms, or has found contradictions in, or omissions of specifications, they must contact the Nutrition Services Department and request interpretation of the item in question. All requests will be in writing and can be either emailed or faxed. All interpretations will be made by an addendum distributed to all bidders.
25. ERRORS AND CORRECTIONS. No erasures permitted. Mistakes may be crossed out and corrections made adjacent with initials. Bid must be initialed in ink by person signing bid. Verify your bids before submission as they cannot be withdrawn or corrected after being opened.

26. SUBSTITUTIONS AND SAMPLES. All items proposed must conform to the specifications set forth in the request for bid documents. The District reserves the right to reject all bids that do not conform to the specifications. When bidding on brands other than those specified, the bidder must state on the bid the brand, manufacture number, or other trade designation on each item bid other than "as specified". See the attached documents for requirements regarding samples and/or detailed specification sheets. At a minimum, descriptive literature fully describing the claimed "or equal" product must be attached to the bid. Suitability and valuation of "equals" rests in the sole discretion of the District. Where samples are requested they must be furnished free.

27. FEDERAL NONDISCRIMINATION STATEMENT. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

28. FAILURE TO BID. If you do not bid on any line item, please mark "no bid" in the space provided and sign it and return the bid, otherwise your name may be removed from the bidder's list.

29. ACCEPTANCE OF BIDS. Awards may be made on an all or none basis unless otherwise specified on bid form. The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within ninety (90) days after opening of same unless otherwise stipulated.

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

31. PATENTS, ETC. The bidder shall hold the Fullerton School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this request for bid.

32. CONTRACT DOCUMENTS, EXAMINATION OF. It is the responsibility of the bidder to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all bid forms, specifications, and addenda (if any), hereinafter referred to as Contract Documents. Bidder shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the bidder to examine the Contract Documents shall in no way relieve him from any obligations with respect to the request for bid or contract. The submission of a bid shall constitute an acknowledgment upon which the Fullerton School District may rely that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve the bidder from any obligations with respect to the request for bid. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any bid document.

33. FAILURE TO FULFILL CONTRACT. When any bidder shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said bidder or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Governing Board to be to the best advantage of the Fullerton School District. Any failure for furnishing such articles or services by reason of the failure of the bidder or contractor, as above stated, shall be a liability against such bidder and his sureties. The Governing Board reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Governing Board, if requested.

34. INDEMNIFICATION AND INSURANCE. The bidder will defend, indemnify and hold harmless the District, its governing board, officers, agents, trustees, and employees against and from any and all liability for damages on account of injury to or death of persons or damage to property or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance by the bidder of this agreement and reimburse the District for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands and causes of action which may be

brought against the District that arises out of the performance by the bidder. The indemnification shall be in addition to other indemnification contained in the Contract Documents. The bidder shall supply the District with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the District will receive Thirty (30) days cancellation.

35. BID SIGNATURES. All bids must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

37. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS. The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items proposed is public money appropriated by the Federal and the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this request for bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

38. SELL OR ASSIGN. The successful bidder shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the Fullerton School District.

39. PAYMENT. Prompt payment for product may be requested after actual delivery of goods to the required destination. Payment for service contracts may be invoiced per the conditions set forth and agreed to in the service agreement.

40. HOLD-HARMLESS CLAUSE. To the fullest extent permitted by law, the bidder agrees to indemnify, defend and hold the District entirely harmless from all liability arising out of:

Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to bidder's employees or bidder's subcontractor employees arising out of bidders work under this bid; and

Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the bidder, or any person, firm or corporation employed by the bidder, either directly or by independent contract, including all damages due to loss or theft, sustained by and person, firm or corporation including the District, arising out of, or in any way connected with the bidder work under this bid, including injury or damage either on or off the District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the District.

The bidder, at the bidder's own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

41. FINGERPRINTING. Successful bidder agrees to comply with all provisions of

Education Code Section 45125.1 bidder will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this bid 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 RFP. 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 452125.1. Certification form included in bid documents must be completed and submitted with bid. Bids received without these forms/certifications will not be considered.

42. TERMINATION. The District may terminate this contract at any time for any reason with 30 days' notice to the bidder. Because the Fullerton School District terminates the contract, this does not preclude the bidder from meeting obligations to other agencies that have entered into a contract with the bidder utilizing the piggyback clause. Failure on the part of the successful proposer to meet contract requirements shall be cause for cancellation of the contract. The District reserves the right to cancel the contract at any time for due cause which shall include such reasons as unsatisfactory service, unsatisfactory products; performance of service and/or provision of quality products.

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

43. PIGGYBACK CLAUSE. For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the bidder, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation, or agency within the State of California, may purchase, the identical item(s) at the same price and upon the same terms and conditions, in indefinite quantities, with no limits on dollar or quantity amounts, pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

The Fullerton School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause **will not** affect the outcome of this bid.

Piggyback option granted _____

Piggyback option not granted _____

B I D P A G E

Bidders that submit a bid on the bid worksheet must be aware that Fullerton School District reserves the right to award this bid to one bidder or multiple bidders. Request For Information must be received by May 1st, 2019.

BIDDER BID PAGE
Nutrition Services – Fullerton School District
RFP #2019-04

In compliance with the request for bids, the undersigned, acting for the firm named, hereby proposes and agrees, if this bid or part of this bid is accepted, to furnish the items at the prices bid opposite each item, within the period indicated, and in accordance with general conditions, and specifications set forth in these documents.

Bid Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

FIRM NAME: _____

BY: _____
Print or type name *Manual signature*

TITLE: _____

ADDRESS: _____
Number *Street* *City* *State* *Zip*

Phone Date

Email Address

Additional condition or explanations: _____

**This document must be completed, signed and
returned in sealed bid package**

Bid Form- Fullerton School District
Nutrition Services

School District Name	Fullerton School District
Complete Mailing Address	389 W. Valencia Drive Fullerton CA 92832
Nutrition Services Director Name	Michael Burns
Email	michael_burns@myfsd.org
Phone	714-447-7435
Purchasing Director Name	Mike McAdam
Email	michael_mcadam@myfsd.org
Phone	714-447-2846
Accounts Payable Name	Danny Valecruz
Complete Address	389 W. Valencia Drive Fullerton CA 92832
Email	danny_valecruz@myfsd.org
Phone	714-447-2824
Estimated Annual Purchases for the 2018-2019 SY Under this bid	\$1,000,000-\$1,500,000

Delivery Location (s) (school/location name, street address, city, zip)	Contact Person & Phone Number	Number of Deliveries Required per Week	Delivery Times	Special Information
Nutrition Services Warehouse 389 W. Truslow Ave Fullerton, CA 92832	Rick Goorey 714-447-7436	1 - 2	6:00am – 10:00am Mon - Thurs	

BID FORM

Name of Bidder _____

Pursuant to the District's Request For Proposal, and other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a proper workmanlike manner in connection with the following:

RFP 2019-04
Fullerton School District

All in strict conformity with the bid documents, including Addenda Nos. _____, _____, _____, on file in the Nutrition Services Department of said District.

1. It is understood that the District reserves the right to reject this bid and this bid shall remain open and not be withdrawn for a period specified in this RFP.
2. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the bidder for sale to the District pursuant to the Request For Bid. Such assignment shall be made and become effective at the time District tenders final payment.
3. The 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 (ICRA) 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 bidders failure to comply strictly with the ICRA.

FULLERTON SCHOOL DISTRICT BID WORKSHEET

Download Bid Worksheet forms from Fullerton School District, Nutrition Services website @ www.fullertonnutrition.org, complete worksheet, print, and submit with bid packet. A blank sample bid work sheet can be found @ the end of the RFP.

INSURANCE REQUIREMENT

Successful bidder shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this Contract. The minimum amounts of such insurance shall be as hereinafter set forth. Successful bidder will be required to furnish certificates of insurance prior to start of work.

The successful bidder needs to provide the District with a Certificate of Insurance with page 2 endorsement naming the District and additionally insured for at least \$1,000,000 per occurrence, \$2,000,000 aggregate. Property Damage insurance for at least \$1,000,000.

Certificate Holders and Additional Insureds:

Fullerton School District
389 W. Truslow Ave
Fullerton, CA 92832

The following verbiage is required in the endorsement:

The Fullerton School District, its Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement. Any insurance maintained by successful bidder shall be primary and any insurance or self- insurance maintained by the district shall be excess and non-contributing.

Automotive and Truck Insurance

Automotive and Truck where operated in amounts as above

Worker's Compensation

The successful bidder shall maintain adequate insurance to protect the district from claims under Worker's Compensation Acts.

Certificate to be submitted by successful bidder prior to start of work. Insurance policies must carry a 30-day cancellation clause.

FORMS TO BE RETURNED

Refer to Bid Submission Components (A – U) on pages 19 – 22 for a complete list of required documentation.

INFORMATION AND QUESTIONER REQUIRED OF BIDDER

The bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). DISTRICT has discretion to request additional information.

(1) Bidder name and address (Post Office Box Number not sufficient):

(2) Telephone: _____ Fax No.: _____
Electronic Mail: _____

(3) Individual _____ Partnership _____ Corporation _____ (check one)

(4) License No. _____
Name of License Holder _____

(5) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Name	Title
_____	_____
_____	_____

(6) Are you currently under contract with any school district? Yes _____ No _____ If the answer is "Yes," please provide the following information:

(a) Name of School District: _____
Location of School District: _____
Name of School District Representative: _____
Describe the Contract: _____

(b) Name of School District: _____
Location of School District: _____

Name of School District Representative: _____

Describe the Contract: _____

(c) Name of School District: _____

Location of School District: _____

Name of School District Representative: _____

Describe the Contract: _____

Attach additional sheets as necessary.

(7) If any of the following has occurred within the last ten (10) years with a school district involving a supplies contract, please describe in detail the circumstances for each occurrence:

- Withdrawal of a bid as a result of an error
- Failure to enter into a contract once selected
- Debarment by any local, municipal, county, state, or federal agency
- Dispute with regard to availability of inventory or timely delivery
- Involvement in litigation, arbitration, mediation or dispute
- Conviction of the firm or any of its principals for violating a state or federal anti-trust law by bid-rigging, collusion, or restrictive competition between bidders, or conviction of violating any other federal or state law related to bidding or contract performance

Attach additional sheets as necessary.

(8) List of References – Please provide references of school districts and/or any public agencies that you have contracted with to provide supplies. DISTRICT has discretion to require more than five (5) references.

1. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Work: _____

2. Name : _____

Address and Telephone: _____

Contact Person: _____

Description of Work: _____

3. Name : _____

Address and Telephone: _____

Contact Person: _____

Description of Work: _____

4. Name : _____

Address and Telephone: _____

Contact Person: _____

Description of Work: _____

5. Name : _____

Address and Telephone: _____

Contact Person: _____

Description of Work: _____

(9) Additional questions

1. What was your average percentage fill rate for 2017-18?

2. Are you able to fulfill all requirements within the RFP 2019-04? (Yes or No)

If no, list requirements that you are unable to fulfill.

3. Describe in detail the pricing methodology when the District purchase products not listed on the bid.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.

Signature

Title

Print Name

Date

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM**

Labor Code Section 3700 in relevant part provides:

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

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

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

(Signature)

(Print)

(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 submitted with the Contractor's bid.

NONCOLLUSION DECLARATION
TO BE EXECUTED BY AND SUBMITTED WITH BID

I, _____, declare that I am the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham bid, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the bid price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the bid are true, and, further, that the proponent has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Date

Name of Bidder

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

SUSPENSION AND DEBARMENT CERTIFICATION

U.S. DEPARTMENT OF AGRICULTURE

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

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant)

Printed Name

Title

Signature

Date

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 whom this bid 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,” “bid,” 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 bid is submitted for assistance in 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 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 titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the 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 not required to, check the Nonprocurement List.

CERTIFICATION REGARDING LOBBYING

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying." This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

NAME OF APPLICANT PROJECT NAME	PR/AWARD NUMBER AND / OR
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities
pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	1. Status of Federal Action: a. bid/ offer/ application b. initial award c. post-award	2. Report Type: a. initial filing b. material change For material change only: Year _____ quarter _____ Date of last report _____
3. Name and Address of Reporting Entity: ___ Prime ___ Subawardee Tier _____, if Known: Congressional District, if known:	4. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
5. Federal Department/Agency:	6. Federal Program Name/Description: CFDA Number, if applicable: _____	
7. Federal Action Number, if known:	8. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING
ACTIVITIES**

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is 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 the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the 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 the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 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 item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award

number; the application/bid control number assigned by the Federal agency).
Included 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 the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 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 10(a). Enter Last Name, First Name, and Middle Initial (MI).

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

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, 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, DC 20503

BUY AMERICAN CERTIFICATION

By the requirements of the Richard B. Russell National School Lunch Act's (NSLA) Buy American provision that school food authorities (SFAs) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable.

Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United States substantially (greater than 51%) using agricultural commodities that are produced in the United States.

There is two situations which may warrant a waiver to permit purchases of foreign food products include: 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

If Vendor offers a non-American product, Vendor must list the product below. Product is subject to review by District. If District declines a waiver, product will be awarded to lowest priced item meeting award criteria. District's decision on approval of foreign substitutions will be final.

Product Description	Country of Origin	Domestic Price	Non-American Price	Reason for Waiver

Attach additional sheets if necessary.

Name of Contractor

Date

Signature of Authorized Official

Title

IRAN CONTRACTING ACT
CERTIFICATION OF ELIGILITY TO BID FOR CONTRACTS OF \$ 1 MILLION OR MORE
(Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

NOTICE 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 any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse 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 of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The supplier 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 supplier shall certify in writing 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 in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:

[Name of contractor/consultant]

Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Fullerton School District, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:

1. The installation of a physical barrier at the worksite to limit contact with pupils.
2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Date _____, 20__

[Name of Contractor/Consultant]

By its: _____

ATTACHMENT A

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

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

**CONTRACTOR/CONSULTANT CERTIFICATE REGARDING
DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful *bidders/contractors/consultants* pursuant to the requirements mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor, consultant or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;

Establishing a drug-free awareness program to inform employees about all of the following:

The dangers of drug abuse in the workplace;

The person's or organization's policy of maintaining a drug-free workplace;

The availability of drug counseling, rehabilitation and employee-assistance programs; and

The penalties that may be imposed upon employees for drug abuse violations;

Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

I also understand that if the Fullerton School 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 termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350 et seq.

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

DATE: _____

CONTRACTOR/CONSULTANT

By: _____

Signature

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE and TOBACCO-FREE CAMPUS POLICY

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

_____ CONTRACTOR

By: _____

Signature

**FULLERTON SCHOOL DISTRICT
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<i>Indicate delivered cost per case in yellow highlighted columns for each specified or "Or Equal" item and whether item meets Buy American Provision in marked columns. "Or Equal" items must have manufacture number written in the "Or Equal" column and specifications included with bid.</i>											Processed USDA Foods		Commercial Price	
Line Item #	Mfg. Item #	Description	Manufacture	Zone	Item Type	Item Category	Pack Size	Qty	Estd. Qty	Meets Buy American Provision? (Y/N)	Net Off Invoice	Fee for Service	Deliv. Cost per case (Single Drop)	Or Equal
											Deliv. Cost per case (Single Drop)	Deliv. Cost per case (Single Drop)		
1	1105	COFFEE FRAPPACCINO	STARBUCKS	DRY	COMMERCIAL	BEVERAGE	15/9.5OZ	4	5					
2	56606	CANOLA OLIVE OIL BLEND	VENTURA	DRY	COMMERCIAL	BAKING NDS	4/1GAL	6	50					
3	8423	IODIZE SALT	UNITED SALT CORP.	DRY	COMMERCIAL	SPICES	25LB	4	5					
4	524	APPLE CIDER VINEGAR	THE LANGLOIS COMPANY	DRY	COMMERCIAL	BAKING NDS	4/1GAL	4	5					
5	445175/2400	ORANGE PEKOE TEA	TETLEY	DRY	COMMERCIAL	BEVERAGE	10/100CT	3	4					
6	28805	LS TAJIN SEASON PACKETS	TAJIN	DRY	COMMERCIAL	SPICES	1000/.035	2	3					
7	9C2480AJ	HARDCORE APPLE	SWITCH	DRY	COMMERCIAL	JUICE	24/8OZ	196	259					
8	9C2480FP	FRUIT PUNCH	SWITCH	DRY	COMMERCIAL	JUICE	24/8OZ	181	240					
9	316	WTRMLN STRWBRY SPARKLING JUICE	SWITCH	DRY	COMMERCIAL	JUICE	24/8OZ	180	238					
10	9C2480KB	KIWI BERRY	SWITCH	DRY	COMMERCIAL	JUICE	24/8OZ	219	290					
11	566293/32963	TAHINI PASTE	SUNSHINE IMPORTS	DRY	COMMERCIAL	CONDIMENTS	12/16OZ	32	50					
12	2020	RAISINS	SUN MAID	DRY	COMMERCIAL	SNACKS	144/1.33OZ	400	529					
13	402800	PARADISE PUNCH	SUNCUP	DRY	COMMERCIAL	JUICE	40/4.23OZ	532	704					

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14	412800	PARADISE PUNCH	SUNCUP	DRY	COMMERCIAL	JUICE	40/6.75OZ	120	159					
15	598196/19368	SUNBUTTER CUPS	SUNBUTTER	DRY	COMMERCIAL	CONDIMENTS	200/1.1 OZ	78	103					
16	74627/595447	WG CHS GARLIC CROUTONS IW	SUGAR FOODS	DRY	COMMERCIAL	BAKERY	250/.5OZ	4	5					
17	47269	MAYONNAISE PACKETS IW	SONA HOLLEN	DRY	COMMERCIAL	CONDIMENTS	200/9GR	41	54					
18	13661	TACO SAUCE PACKETS IW	SONA HOLLEN	DRY	COMMERCIAL	SAUCES	500/9GR	16	21					
19	260529	WG TORTILLA CHIPS YLW ROUND IW	SNACK KING	DRY	COMMERCIAL	CHIPS	80/2OZ	441	584					
20	25566	WHITE CHEDDAR POPCORN	SMARTFOODS	DRY	COMMERCIAL	SNACKS	72/.5OZ	76	101					
21	179918/F8881160	INSTANT NF DRY MILK CRYSTALS	RYT-WAY PRODUCTS	DRY	COMMERCIAL	DAIRY	6/5LB	1	3					
22	6827493471	BOTTLE PURIFIED WATER LG BTL	PURE LIFE	DRY	COMMERCIAL	WATER	24/16.9OZ	191 4	2533					
23	KPVG-128	VEGGIE OIL	PREMIER FOOD AND OILS COMPANY	DRY	COMMERCIAL	BAKING NDS	6/1GL	8	20					
24	7.16037E+12	FF BUTTERMILK RANCH DRSSG IW	PORTION PAC	DRY	COMMERCIAL	DRESSING	200/12GM	75	99					
25	7.16037E+12	MUSTARD PACKETS IW	PORTION PAC	DRY	COMMERCIAL	CONDIMENTS	500/5.5GM	32	42					
26	18105/484764	WG CHEDDAR GOLDFISH CRACKERS	PEPPERIDGE FARM	DRY	COMMERCIAL	SNACKS	300/.75OZ	73	97					
27	14396	WG GOLDFISH PRETZELS	PEPPERIDGE FARM	DRY	COMMERCIAL	SNACKS	300/.75OZ	49	65					
28	GIG12I	GROUND GINGER	PACIFIC SPICE	DRY	COMMERCIAL	SPICES	1LB	25	33					

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29	1GGCHIN645	IMPORT GRANULATED GARLIC	PACIFIC SPICE	DRY	COMMERCIAL	SPICES	4LB 8OZ	24	32					
30	PEPBG6I	GROUND BLACK PEPPER	PACIFIC SPICE	DRY	COMMERCIAL	SPICES	5LB	3	6					
31	CIG12I	GROUND CINNAMON	PACIFIC SPICE	DRY	COMMERCIAL	SPICES	1LB	3	6					
32	2OP12125	ONION POWDER	PACIFIC SPICE	DRY	COMMERCIAL	SPICES	1.25LB	16	25					
33	1GMCHIN12I	GARLIC MINCED	PACIFIC SPICE	DRY	COMMERCIAL	SPICES	24OZ	16	21					
34	CILM12I	CILANTRO LEAVES	PACIFIC SPICE	DRY	COMMERCIAL	SPICES	4OZ	10	15					
35	PAPC12I	DOMESTIC PAPRIKA	PACIFIC SPICE	DRY	COMMERCIAL	SPICES	1LB	72	95					
36	402001	WG CHOCOLATE BEAR GRAHAMS	MJM MARKETING	DRY	COMMERCIAL	SNACKS	300/1 OZ	85	113					
37	404001	WG VANILLA BEAR GRAHAMS	MJM MARKETING	DRY	COMMERCIAL	SNACKS	300/1 OZ	102	135					
38	300151	WG HONEY GRAHAMS/W FIBER IW	MJM MARKETING	DRY	COMMERCIAL	SNACKS	150/1OZ	53	70					
39	7485	WG CINNAMON GRANOLA BULK PACK	MALT O MEAL	DRY	COMMERCIAL	CEREAL	4/50OZ	48	64					
40	7.16037E+12	MAPLE SYRUP CUPS IW	MADEIRA FARMS	DRY	COMMERCIAL	CONDIMENTS	100/1.5OZ	375	496					
41	55700/21201	6" TACO SHELLS	LA TAPATIA	DRY	COMMERCIAL	HISPANIC	200CT	87	115					
42	388435/21031	LEMON JUICE	LASSONDE PAPPAS & CO INC	DRY	COMMERCIAL	BAKING NDS	4/1GL	20	26					
43	1588	SRIRACHA HOT CHILI SAUCE	KIKKOMAN INTERNATIONAL	DRY	COMMERCIAL	CONDIMENTS	6/5LB 1OZ	4	6					
44	130	LS SOY SAUCE	KIKKOMAN INTERNATIONAL	DRY	COMMERCIAL	SAUCES	6/.50GL	28	50					
45	2020	RICE VINEGAR	KIKKOMAN INTERNATIONAL	DRY	COMMERCIAL	BAKING NDS	4/1GL	5	30					
46	1542	HOISIN SAUCE	KIKKOMAN INTERNATIONAL	DRY	COMMERCIAL	SAUCES	4/5LB	6	10					

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47	9005	WG TURKEY SPICE COOKIE IW	KIDS KOOKIE	DRY	COMMERCIAL	HLDY CKY	160/1OZ	37	50					
48	9030	JACK O' LANTERN COOKIE IW	KIDS KOOKIE	DRY	COMMERCIAL	HLDY CKY	160/.7OZ	37	50					
49	9050	VALENTINE COOKIE IW	KIDS KOOKIE	DRY	COMMERCIAL	HLDY CKY	160/.7OZ	39	50					
50	801	LITE ITALIAN DRESSING	KENS FOODS	DRY	COMMERCIAL	DRESSING	4/1GL	12	30					
51	38000-55130	WG STRAWBERRY POPTART FRSTD	KELLOGGS	DRY	COMMERCIAL	BREAKFAST	120/1.76OZ	15	50					
52	OLIVE601	SL BLACK OLIVES	JACKPOT	DRY	COMMERCIAL	CNND GOODS	6/#10	2	3					
53	39085	51% WG JUNGLE CRACKERS	J & J SNACK FOODS	DRY	COMMERCIAL	SNACKS	200/1 OZ	200	265					
54	77908	COCOA POWDER	HERSHEY'S	DRY	COMMERCIAL	BAKING NDS	1/23OZ	40	100					
55	950010	FAT FREE CHOCOLATE MILK	GOSSNER	DRY	COMMERCIAL	DAIRY	27/8 OZ	510	675					
56	947025	1% WHITE MILK	GOSSNER	DRY	COMMERCIAL	DAIRY	27/8 OZ	270	357					
57	58034	WHITE WHEAT FLOUR	GOLD MEDAL	DRY	COMMERCIAL	BAKING NDS	50LB	9	25					
58	10064	WHITE DISTILLED VINGR 50 GRAIN	GOLDEN STATE	DRY	COMMERCIAL	BAKING NDS	4/1GL	21	10					
59	31921	RICE CHEX BOWLPAK	GENERAL MILLS	DRY	COMMERCIAL	CEREAL	96/1.0OZ	29	50					
60	29444	RED SUG CINNAMON TOAST CRUNCH	GENERAL MILLS	DRY	COMMERCIAL	CEREAL	96CT	481	637					
61	31888	25% LSS SUG COCOA PUFFS BOWLPAK	GENERAL MILLS	DRY	COMMERCIAL	CEREAL	96/1.06OZ	405	536					
62	57766	WG CORN CHIPS RF	FRITOS	DRY	COMMERCIAL	CHIPS	8/16OZ	9	12					
63	FG10356	POWER UP & VEG W/FRT JUICE	FIVE STAR GOURMET FOODS	DRY	COMMERCIAL	BXD MEALS	30CT	42	56					

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64	FG10357	ENERGIZER & VEG W/FRT JUICE	FIVE STAR GOURMET FOODS	DRY	COMMERCIAL	BXD MEALS	30CT	37	49					
65	31748	WG REDUCED FAT NACHO CHEESE	DORITOS	DRY	COMMERCIAL	CHIPS	72/1OZ	150	199					
66	36096	WG REDUCED FAT COOL RANCH	DORITOS	DRY	COMMERCIAL	CHIPS	72/1OZ	121	160					
67	49093	WG RF SPICY SWEET CHILI CHIPS	DORITOS	DRY	COMMERCIAL	CHIPS	72/1OZ	171	226					
68	618944/58000	BAKING SODA SLICED JALAPENOS	DIAMOND CRYSTAL	DRY	COMMERCIAL	BAKING NDS	12/1LB	1	3					
69	DS00115	WG RF PUFFS FLAMIN HOT	DEL SOL	DRY	COMMERCIAL	CNND GOODS	6/#10	2	3					
70	21912	WG RF PUFFS FLAMIN HOT	CHEETOS	DRY	COMMERCIAL	CHIPS	72/.7OZ	269	356					
71	404720	GRANULATED SUGAR	C&H	DRY	COMMERCIAL	BAKING NDS	25LB	28	45					
72	404831	BROWN SUGAR	C&H	DRY	COMMERCIAL	BAKING NDS	25LB	16	30					
73	CL20022	CHILI LIME SEEDS & CRNBERRY MIX	BACK TO BASICS JNS	DRY	COMMERCIAL	SNACKS	250/2.2OZ	59	78					
74	37401	WHEAT BASICS CRACKERS	BACK TO BASICS JNS	DRY	COMMERCIAL	SNACKS	100/1.6OZ	236	250					
75	70003214	SPRINKLES RAINBOW	AZAR	DRY	COMMERCIAL	BAKING NDS	4/6LB	2	6					
76	698163j	BAKING POWDER	ARGO	DRY	COMMERCIAL	BAKING NDS	60OZ	14	25					
77	84523TPF	100% ORANGE TANGERINE JUICE	APPLE AND EVE	DRY	COMMERCIAL	JUICE	36/6.75OZ	80	106					
78	84526TPF	100% APPLE JUICE	APPLE AND EVE	DRY	COMMERCIAL	JUICE	36/6.75OZ	128	169					
79	84527TPF	100% VERY BERRY JUICE	APPLE AND EVE	DRY	COMMERCIAL	JUICE	36/6.75OZ	83	110					
80	7.16038E+12	ASSORTED JELLY CUPS	AMERICANA	DRY	COMMERCIAL	CONDIMENTS	200/.5OZ	28	37					
81	7.16037E+12	MAYONNAISE PACKET	AMERICANA	DRY	COMMERCIAL	CONDIMENTS	200/9GM	20	26					
82	R1YP259Z0	WHITE RICE	PRODUCERS RICE	DRY	COMMERCIAL	RICE	25 LB		176					

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83	997338	PASTA, PENNE RIGATE SHELF STABLE	HARVEST VALUE	DRY	COMMERCIAL	PASTA	2/10 LB			75					
84	761551	RED FOOD COLORING	MONARCH	DRY	COMMERCIAL	DYE	1 PINT			10					
85	385784/ELA-07-0057	HONEY	NATURAL AMERICAN FOOD	DRY	COMMERCIAL	HONEY	6/3LB			5					
86	429654/01711	CORNSTARCH	MARQUIS CLABBER	DRY	COMMERCIAL	CRNSTARCH	24/1LB			5					
87	1016	TOMATO PASTE	CHH	DRY	COMMERCIAL	TOMT PASTE	6/#10			45					
88	PARF6I	DRIED PARSLEY	PACIFIC SPICE	DRY	COMMERCIAL	SPICE	12/12oz			5					
89	BSG6I	DRIED BASIL	PACIFIC SPICE	DRY	COMMERCIAL	SPICE	4lb			5					
90	ORMG6I	DRIED OREGANO	PACIFIC SPICE	DRY	COMMERCIAL	SPICE	4lb			5					
91	19322	WG WHITE WHEAT BAGEL IW	TONY ROBERTS	FROZEN	COMMERCIAL	BAGELS	72/3OZ	16		100					
92	6071	51% WW BANANA BREAD SLICE IW	SUPER BAKERY	FROZEN	COMMERCIAL	BAKERY	70/3.4OZ	88		116					
93	HWBTW280	WG MINI BRKFST BAR TWIN PACK	SKY BLUE FOODS	FROZEN	COMMERCIAL	BREAKFAST	80/2.8OZ	8		75					
94	0-77222-35488-4	EMOJI CHERRY/LIME ICE CUP	ROSATI	FROZEN	COMMERCIAL	FRZN SNCKS	90/4.4OZ	66		87					
95	1450	WG VARIETY PACK CONCHA IW	LUPITAS	FROZEN	COMMERCIAL	FRZN BREAD	84/2.25OZ	180		238					
96	464714/43582	WG PANCAKES	PINNACLE	FROZEN	COMMERCIAL	BREAKFAST	144/1.14OZ	243		322					
97	1204	5" 8/1 TURKEY WEINERS	HOFFY	FROZEN	COMMERCIAL	HOT DOGS	2/5LB	235		311					
98	3025	FRANKS BEEF 6" 8/1	HOFFY	FROZEN	COMMERCIAL	HOT DOGS	10LB	33		44					
99	14323	ALL PURPOSE FLOUR	GOLD MEDAL	FROZEN	COMMERCIAL	BAKING NDS	25LB	8		25					
100	95150	WG LOW FAT CHICKEN CORN DOGS	FOSTER FARMS	FROZEN	COMMERCIAL	CORN DOG	72/4OZ	584		773					

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101	WGCCC140-1SW	WG CHOC CHIP COOKIE - IW	FAT CAT SCONES	FROZEN	COMMERCIAL	COOKIES	140/1.3OZ	423	560					
102	CHRSCRAN	HNY RSTED SEEDS&CRANB RRIES IW	ELEMENTS	FROZEN	COMMERCIAL	SNACKS	200/2.2OZ	59	78					
103	38000-92315	WG MINI MAPLE WAFFLES	EGGO	FROZEN	COMMERCIAL	BREAKFAST	72/2.65OZ	359	475					
104	38000-92562	WG MINI MAPLE PANCAKE	EGGO	FROZEN	COMMERCIAL	BREAKFAST	72/3.03OZ	171	226					
105	CN34072WWG	WG JUMBO CHICKEN CORN DOG IW	DON LEE FARMS	FROZEN	COMMERCIAL	CORN DOG	72/ 4 OZ	30	40					
106	705	BEAN & CHEESE PUPUSA	DEL REAL	FROZEN	COMMERCIAL	HISPANIC	8/5CT	4	5					
107	225	WG RED FAT FUDGE BROWNIE IW	DAVES	FROZEN	COMMERCIAL	BAKERY	72/2.2OZ	90	119					
108	WG845	WG DOUBLE CHOCOLATE MUFFIN IW	DAVES	FROZEN	COMMERCIAL	MUFFIN	60/3.1OZ	110	146					
109	360	WG CRUMB SQUARE IW	DAVES	FROZEN	COMMERCIAL	BAKERY	28/3.6OZ	20	26					
110	71220	WG CHRISTMAS TREE COOKIE IW	BUENA VISTA	FROZEN	COMMERCIAL	HLDY CKY	150/1 OZ	42	56					
111	72920	SHAMROCK COOKIE IW	BUENA VISTA	FROZEN	COMMERCIAL	HLDY CKY	150/1OZ	39	52					
112	6293	2" HONEY WW BISCUIT	BRIDGFORD	FROZEN	COMMERCIAL	FRZN BREAD	105/1.25OZ	153	203					
113	6787	WHITE WW CHEESY GARLIC BRDSTKS	BRIDGFORD	FROZEN	COMMERCIAL	FRZN BREAD	320/1.125	83	110					
114	449	WG FRENCH TOAST STICKS IW	BAKE CRAFTERS	FROZEN	COMMERCIAL	BREAKFAST	88/3OZ	106	140					
115	442	WG FRENCH TOAST STICKS	BAKE CRAFTERS	FROZEN	COMMERCIAL	BREAKFAST	5/2 LB		400					
116	588556	80/20 RAW GROUND BEEF	CHOICE	FROZEN	COMMERCIAL	PROC BEEF	2/5LB		70					

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117	50011WG	FC SPICY BRDED CHIX PATTY	JOHN SOULES	FROZEN	COMMERCIAL	PROC CHIX	4X5LB		318					
118	50415-WG	FC WG 4/5 LB BREADED 3 OZ CN CHK SHAPED PATTY	JOHN SOULES	FROZEN	COMMERCIAL	PROC CHIX	4X5LB		356					
119	85119645061	LITE RANCH DRESSING CUPS	NATURALLY FRESH	REFRIG ERATED	COMMERCIAL	DRESSING	100/1OZ	3	4					
120	708	LITE RANCH DRESSING (NO MSG)	KENS FOODS	REFRIG ERATED	COMMERCIAL	DRESSING	4/1GL	84	111					
121	808	LITE CAESAR DRESSING	KENS FOODS	REFRIG ERATED	COMMERCIAL	DRESSING	4/1GL	2	3					
122	FG83405	REGULAR CREAM CHEESE CUPS	HAHNS	REFRIG ERATED	COMMERCIAL	CHEESE	100/1OZ	15	50					
123	99814	SHREDDED PARMESAN FANCY	GREAT LAKES	REFRIG ERATED	COMMERCIAL	CHEESE	6/2 LB	2	3					
124	21549	TRANS FAT FREE MARGARINE	GOLD-N- SWEET	REFRIG ERATED	COMMERCIAL	DAIRY	30/1LB	3	5					
125	REDYL9G	100% NATURAL KETCHUP W/ SGR	RED GOLD	DRY	COMMODITY	CONDIMENTS	1000/9GR	240	318					
126	REDNA1Z	MARINARA DUNK CUPS	RED GOLD	DRY	COMMODITY	SAUCES	250/1OZ	145	192					
127	REDY59P	TOMATO 33 % KETCHUP / JUG	RED GOLD	DRY	COMMODITY	CONDIMENTS	6/114OZ	9	15					
128	REDSC2ZC168	SALSA CUPS	RED GOLD	DRY	COMMODITY	CONDIMENTS	168/3OZ	78	103					
129	RPKHA99	TOMATO SAUCE	RED GOLD	DRY	COMMODITY	CNND GOODS	6/#10	7	9					
130	REDOA1Z	BBQ SAUCE DUNK CUPS	RED GOLD	DRY	COMMODITY	CONDIMENTS	250/1OZ	130	172					
131	39911	ULT CHEDDAR CHS DIP CUPS	LAND O LAKES	DRY	COMMODITY	CHEESE	140/3OZ	40	53					
132	39912	MUCHO QUESO JALP CHS CUPS	LAND O LAKES	DRY	COMMODITY	CHEESE	140/3OZ	89	118					
133	76468	POTATO PEARLS	BASIC AMERICAN	DRY	COMMODITY	POTATOES	12/28OZ	45	60					
134	8-52724-15554-8	100% BBQ TRYKI CHICKEN	YANGS	FROZEN	COMMODITY	ASIAN	6/5LB	53	100					

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135	8-52724-15552-4	100% WG MANDARIN ORNG CHX	YANGS	FROZEN	COMMODITY	ASIAN	6/5LB	103	170					
136	005567-0928	WG HOT&SPICY BRD CHX PATY	TYSON	FROZEN	COMMODITY	PROC CHIX	148/3.26OZ	240	50					
137	002154-0928	WHOLE GRAIN CHIX PATTY	TYSON	FROZEN	COMMODITY	PROC CHIX	150/3.29	269	50					
138	002155-0928	WG BRD CHIX CHUNKS	TYSON	FROZEN	COMMODITY	PROC CHIX	28.35LB	297	393					
139	070334-0928	WG CN CRISPY TENDERS	TYSON	FROZEN	COMMODITY	PROC CHIX	4/7.965 LB	128	169					
140	666010-0928	DK WG BRD TRAD DRUMSTICKS	TYSON	FROZEN	COMMODITY	PROC CHIX	92/4.4OZ	173	229					
141	78977	BREAKFAST PIZZA BAGELS IW	TONY ROBERTS	FROZEN	COMMODITY	BAGELS	96/3OZ	112	148					
142	78365	51% WG 4" RND GALAXY PEPP PZZA	TONY'S	FROZEN	COMMODITY	PIZZA	72/4.55OZ	522	691					
143	78367	51% WG 4"RND GALAXY PEP PZA IW	TONY'S	FROZEN	COMMODITY	PIZZA	72/4.56OZ	139	15					
144	10206	ANYTIMERS TURKEY HAM & CHS KIT	TASTY BRANDS	FROZEN	COMMODITY	BXD MEALS	48/4.41OZ	323	428					
145	12228	SUNFLWR BUTTER & GRP JLY SNDW	SUNWISE FOODS	FROZEN	COMMODITY	SANDWICHES	96/2.8OZ	426	564					
146	98330	EGG CHIX CHORIZO BRKFT WRAP IW	MCI FOODS/LOS CABOS	FROZEN	COMMODITY	BRKFT BURRITO	72/2.5oz	10	50					
147	40928	BACON & CHS EGG STRAVAGANZA	SUNNY FRESH	FROZEN	COMMODITY	EGGS	4/5LB	133	176					
148	10080	FRZN EGG PRCT W/ CITRIC ACID	SUNNY FRESH	FROZEN	COMMODITY	EGGS	6/5LB	6	12					
149	CIN3.5	WG CINNAMON ROLLS IW	OLD TOWN BAKERY	FROZEN	COMMODITY	BAKERY	72/3.5OZ	133	176					

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150	97576	WG BEAN & CHS BURRITO IW	MCI FOODS/LOS CABOS	FROZEN	COMMODITY	BURRITOS	96/5.20 OZ	229	100					
151	OIF00215A	PLAIN POTATO TATER TOTS	MCCAIN FOODS INC	FROZEN	COMMODITY	POTATOES	6/5LB	30	40					
152	MCF03762	OVATIONS 3/8" STRAIGHT CUT FRY	MCCAIN FOODS INC	FROZEN	COMMODITY	POTATOES	6/5LB	74	98					
153	OIF00024A	COUNTRY 8 CUT POTATOE WEDGES	MCCAIN FOODS INC	FROZEN	COMMODITY	POTATOES	6/5LB	27	36					
154	43277	RF MAC & CHEESE W/ WG	LAND O LAKES	FROZEN	COMMODITY	CHEESE	6/5LB	226	299					
155	CP5590	CMDY BF/ SPAGHETTI SAUCE/PASTA	JTM	FROZEN	COMMODITY	ITALIAN	6/5LB	229	150					
156	2847-28	PRE-CKD SHRED TURKEY & GRAVY	JENNIE O	FROZEN	COMMODITY	PROC TKY	4/7LB	119	100					
157	C32225B	CMDY TRIPLE B 100% BF BURGERS	INTEGRATED	FROZEN	COMMODITY	PROC BEEF	140/2.25OZ	1	50					
158	362000	TWICE GRILLED CHS QUESADILA IW	INTEGRATED	FROZEN	COMMODITY	HISPANIC	100/4.11OZ	3	4					
159	C13600	CMDY WG RS RF GRILLED CHSE IW	INTEGRATED	FROZEN	COMMODITY	SANDWICHES	72/3.21 OZ	355	150					
160	C22050B	CMDY FC BEEF MEATBALLS	INTEGRATED	FROZEN	COMMODITY	PROC BEEF	2/20LB	72	95					
161	QCB655	CMDY WG CHSEBURGER SLIDERS IW	DON LEE FARMS	FROZEN	COMMODITY	PROC BEEF	72/4.55OZ	720	953					
162	CNQ162253	CMDY 100% BEEF STEAK BURGER	DON LEE FARMS	FROZEN	COMMODITY	PROC BEEF	240/2.25OZ	49	65					
163	CNQ71303PW	CMDY PNCK & PRK SAUSGE STCK IW	DON LEE FARMS	FROZEN	COMMODITY	BREAKFAST	160/2.7OZ	80	106					
164	QSC328P	CMDY PNIC SAUS & CHS SNDWCH IW	DON LEE FARMS	FROZEN	COMMODITY	BREAKFAST	144/2.37OZ	61	81					

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165	12307	CMDY LS TEXAS WESTERN PORK BBQ	BROOKWOOD FARMS	FROZEN	COMMODITY	PROC PORK	4/5LB	163	40					
166	702372-1120	7" WG PEPP MOZZ STFFD PZZ	BOSCOS	FROZEN	COMMODITY	PIZZA	72 CT	359	475					
167	702011-1120	6 WG RF MOZZ CHS STICK	BOSCOS	FROZEN	COMMODITY	FRZN BREAD	144 CT	494	654					
168	90129	CMDY PILLOW PULL APARTS WRAP	ARDELLAS	FROZEN	COMMODITY	FRZN BREAD	108/4.10OZ	164	217					
169	90626	CMDY 3X4 WG SAUS BISCUIT IW	ARDELLAS	FROZEN	COMMODITY	PIZZA	160/3.02OZ	69	91					
170	3755	CMDY PORK SAUSAGE LINK	ADVANCE PIERRE	FROZEN	COMMODITY	PROC PORK	250/1.2OZ	1	150					
171	543	CMDY TWIN BBQ RIB WGSNDWCHS IW	ADVANCE PIERRE	FROZEN	COMMODITY	PROC BEEF	80/5.40OZ	35	46					
172	772A20W	WG BROWNIE IW	20TH CENTURY	FROZEN	COMMODITY	BAKERY	144/2OZ	220	291					
173	130220	CMDY SL APPLES 100/2 OZ	FRESH INNOVATIONS	PRODUCE	COMMODITY	PRODUCE	100/2OZ	1837	2431					
174	59701	STRING CHEESE	LAND O LAKES	REFRIGERATED	COMMODITY	CHEESE	168/1OZ	962	1273					
175	41749	SHRED MILD CHEDDAR CHSE	LAND O LAKES	REFRIGERATED	COMMODITY	CHEESE	4/5# PCH	33	44					
176	44113	RF CHEDDAR CHEESE CUBES	LAND O LAKES	REFRIGERATED	COMMODITY	CHEESE	200/1 OZ	68	90					
Total Items	176								31018					
Total Quantity	31018													

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POTENTIAL ITEMS:														
Number	Mfg. Item #	Description	Manufature	Zone	Item Type	Item Category	Pack Size	Qty	Qty	American	Case (Single Drop)	Case (Single Drop)	Per Case (Single Drop)	Item Mfg. # ang Name
180	3685	REGULAR DR. PEPPER, 2 LITER	PEPSICO	DRY	COMMERCIAL	SNACKS	8/2 litter		50-200					
203	277575e	LIME JUICE	LUCY'S	DRY	COMMERCIAL	BAKING NDS	32 oz		30-50					
204	453	CORNMEAL	THE LANGLOIS COMPANY	DRY	COMMERCIAL	BAKING NDS	25LB		0-10					
205	8004230	CINNAMON GRANOLA	ROCKIN'OLA	DRY	COMMERCIAL	SNACKS	125/2OZ		0-100					
206	2004733	MIXED FRUIT, CANNED, EXTRA LIGHT	DEL MONTE	DRY	COMMERCIAL	CANNED GOODS	6/#10		0-100					
207	2002349	PEACHES CLING DICED, CANNED, EXTRA LIGHT	DEL MONTE	DRY	COMMERCIAL	CANNED GOODS	6/#10		0-100					
208	2004733	PEARS, DICED, CANNED, EXTRA LIGHT	DEL MONTE	DRY	COMMERCIAL	CANNED GOODS	6/#10		0-100					
209	2004499/2002336	CORN, WHOLE KERNEL, CANNED	DEL MONTE	DRY	COMMERCIAL	CANNED GOODS	6/#10		0-100					
210	210245	PEAS, CANNED	CHH	DRY	COMMERCIAL	CANNED GOODS	6/#10		0-30					
211	11840	UNSWEETENED APPLE SAUCE CUP	KNOUSE	DRY	COMMERCIAL	SNACKS	96/4.5OZ		0-100					
212	SJ1736HF	BUFFALO WING SAUCE	KENS FOODS	DRY	COMMERCIAL	SAUCES	4/1GAL		0-10					
213	2361996	CHERRY, RTP 5+1 FROZEN	PACKER	FROZEN	COMMERCIAL	FRZN FRUIT	30 lbs		2					
214	CP5868	BEEF CRUMBLES, FULLY COOKED	JTM	FROZEN	COMMERCIAL	BEEF	6/5 LB		0-30					
215	46012-0928	DICED CHICKEN, FULLY COOKED	TYSON	FROZEN	COMMERCIAL	CHICKEN	10 LB		0-30					
216	004621-0928	FAJITA CHICKEN, FULLY COOKED	TYSON	FROZEN	COMMERCIAL	CHICKEN	30 LB		0-30					

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217	46288	CHEESE, PROCESS YELLOW SLICE	LAND O LAKES	FROZEN	COMMERCIAL	CHEESE	6/5LB		0-15					
218	5254	TURKEY TACO FILLING	JTM	FROZEN	COMMERCIAL	TURKEY	4/8LB		0-30					
219	8708	GREEN BEANS, FROZEN	CHOICE	FROZEN	COMMERCIAL	FRZN VEG	1/20LB		0-30					
220	OIF00024A	POTATO WEDGES, FROZEN	ORE IDA	FROZEN	COMMERCIAL	POTATOES	6/5LB		0-100					
221	570490	STRAWBERRY SLICES UNSWEET, FROZEN IQF	PACKER LABEL	FROZEN	COMMERCIAL	FRZN. FRUIT	1/10LB		0-30					
222	1191	WG ULTRA LOCO BREAD SQUARED	FATHER'S TABLE	FROZEN	COMMERCIAL	FRZN BRD	144/1.8oz		0-50					
223	7022293850	GARBANZO BEANS, CANNED	SENECA		COMMERCIAL	CANNED GOODS	6/#10		0-30					
224	RPKNA99	MARINARA SAUCE	RED GOLD	CNND GOODS	COMMODITY	MARINARA	6/#10		0-30					
225	REDSC99	SALSA, CANNED	RED GOLD	DRY	COMMODITY	CANNED GOODS	6/#10		0-30					
226	8-52724- 15551-7	100% WG SWT & SOUR CHIX	YANG'S	FROZEN	COMMODITY	ASIAN	6/5LB		10-50					
227	8-52724- 15556-2	SPICY SICHUAN CHICKEN	YANG'S	FROZEN	COMMODITY	ASIAN	6/5LB		10-50					
228	8-52724- 15550-0	SWEET CHILI THAI CHICKEN	YANG'S	FROZEN	COMMODITY	ASIAN	6/5LB		10-50					
229	8131-30	TURKEY BREAST SLC FRZ PKG	JENNIE O	FROZEN	COMMODITY	PROC TKY	3/10LB		0-30					