

Bid No. 23/24-01NS
South Orange County Purchasing Group –
Processed Commodity, Commercial, Snack &
Beverage Products

Bid Deadline/Opening: May 10, 2023 at 12:00 pm

Contact: Maria Ragas
Irvine Unified School District
5050 Barranca Parkway, Irvine, CA 92604
949-936-5212

Email: MariaRagas@iusd.org

# **Required Documents**

\*Please return this sheet with your bid documents\*

Bid Do	ocuments Due at the Submission of the Due Date
	Bid Form
	Appendix C - Pricing Sheet Fillable Excel (all pages)
	Noncollusion Declaration
	Certification of Primary Participation Regarding Debarment, Suspension, and other
	Responsibility Matters
	Certification of Restriction on Lobbying
	W-9
0.1	
<u>Other</u>	Forms not required until after award
	Agreement
	Tobacco Use Policy
	Worker's Compensation Certificate
	Drug-Free Workplace Certification
	Criminal Records Check Certification
	Certificate of Liability Insurance, including an Additional Insured Endorsement, this is a
	separate document (Irvine must be named as an Additional Insured)

# Bid No. 23/24-01NS, South Orange County Purchasing Group - Processed Commodity, **Commercial, Snack & Beverage Products**

## **Table of Contents**

Introduction	4
Notice Calling for Bids	5
CALENDAR OF EVENTS	6
Information for Bidders	7
*Bid Form	16
*Noncollusion Declaration	22
* CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND	
OTHER RESPONSIBILITY MATTERS	23
*CERTIFICATION OF RESTRICTION ON LOBBYING	24
+Sample Agreement	25
+TOBACCO USE POLICY	31
+Workers' Compensation Certificate	32
+Drug-Free Workplace Certification	33
Notice Regarding Criminal Records Check (Education Code Section 45125.1)	35
+Criminal Records Check Certification	36
*w-9 form	37
APPENDIX A – SCOPE OF WORK/GENERAL CONDITIONS	38
APPENDIX B – DISTRICT INFORMATION & DELIVERY SITES	41
APPENDIX C – PRICING SHEET	46

\*ITEMS MUST BE SUBMITTED AT THE TIME OF THE BID OPENING, OTHERWISE THE BIDDER WILL BE DECLARED NONRESPONSIVE.

+ITEMS WHICH SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.

#### **INTRODUCTION**

# BID NO. 23/24-01NS, SOUTH ORANGE COUNTY PURCHASING GROUP - PROCESSED COMMODITY, COMMERCIAL, SNACK & BEVERAGE PRODUCTS

The Irvine Unified School District, acting on behalf of the South Orange County Purchasing Group which includes Irvine Unified School District, Newport-Mesa Unified School District, Saddleback Valley Unified School District and Tustin Unified School District, is seeking to retain qualified bidders to provide and deliver quality processed commodity, commercial, snack and beverage products for each District's School Nutrition Services Program. The reference to "District" and/or "Districts" shall hereinafter include all four (4) Districts listed above.

A mandatory pre-bid Zoom/call meeting will be conducted to answer any questions and explain details regarding bid requirements and scope of work. This mandatory conference call will give bidders the opportunity to investigate and fully acquaint themselves with the conditions relating to the project so that they may fully understand facilities, difficulties, and restrictions. Any bidder interested in this bid must participate. Bidders that do not participate for the entirety of the mandatory conference call will be deemed ineligible on this project.

This bid includes products which meet the needs of the four (4) Districts listed above. Products will be delivered to single or multiple locations as specified per Appendix B – District Information & Delivery Sites. This bid covers estimated annual usage utilized by the Districts.

Bidders shall be required to submit a hard copy of their bid as well as one (1) electronic proposal on a Flash Drive. Bidders shall also be required to fill out Appendix C – Pricing Sheet digitally utilizing the protected excel sheet; *handwritten submittals of Appendix C may deem bidder nonresponsive*. With that said, Appendix C (digitally filled out) must be included with the hard copy bid submittal. No telegraphic, facsimile, or emailed bid submittals will be accepted.

The initial term of this contract shall be from July 1, 2023 through June 30, 2024, with an option for two (2) additional one (1) year renewals.

Questions should be directed to Maria Ragas, Specialist, Purchasing Contracts, Irvine Unified School District as outlined per the Information to Bidders, Interpretation of Bid Documents. Bidders may not contact any other persons or Districts.

#### **NOTICE CALLING FOR BIDS**

DISTRICT: IRVINE UNIFIED SCHOOL DISTRICT

BID DEADLINE: May 10, 2023 at 12:00 pm

PLACE OF RECEIPT: Irvine Unified School District

Purchasing Department Attn: Maria Ragas 5050 Barranca Parkway Irvine, California 92604

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "District," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for **Bid No. 23/24-01NS**, **South Orange County Purchasing Group - Processed Commodity**, **Commercial**, **Snack & Beverage Products**.

Bid Documents will be made available on April 19, 2023 as a download at <a href="https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps">https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps</a>. Bidders will be responsible for reproducing all documents related to this bid. All bids shall be made and presented on the forms provided in the bid documents.

**Mandatory Pre-Bid Zoom/Call Meeting.** A mandatory pre-bid Zoom/call meeting will be conducted to answer any questions and explain details regarding bid requirements and scope of work. This mandatory Zoom/call meeting will give bidders the opportunity to investigate and fully acquaint themselves with the conditions relating to the project so that they may fully understand facilities, difficulties, and restrictions.

Any bidder interested in this bid must participate. Bidders that do not participate for the entirety of the mandatory Zoom/call meeting will be deemed ineligible on this project.

Date: April 27, 2023 Time: 9:00 am

Join Zoom Meeting: <a href="https://iusd.zoom.us/j/83646796490?pwd=NGJkMjRvTTBXZk90TDJqT3BZUTdPQT09">https://iusd.zoom.us/j/83646796490?pwd=NGJkMjRvTTBXZk90TDJqT3BZUTdPQT09</a>

Meeting ID: 836 4679 6490; Passcode: Food123

To dial in by Phone: +1 669 444 9171; Meeting ID: 836 4679 6490; Passcode: 7220509

Find your local number: https://iusd.zoom.us/u/kL1tLYna1

Any questions regarding bid documents must be received via e-mail to the attention of Maria Ragas at MariaRagas@iusd.org by 9:00 am on May 1, 2023.

Time is of the essence. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding process. The award of the Contract, if made by the District, will be by the action of the Governing Board. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

Irvine Unified School District Governing Board

By: Maria Ragas

Specialist, Purchasing Contracts

Advertise: Orange County Register; April 19 & 26, 2023

# **CALENDAR OF EVENTS**

Event	Details	Date
Bid Advertised	OC Register	April 19, 2023 April 26, 2023
Bid Posted	IUSD Website	April 19, 2023
Mandatory Pre-Bid Zoom/Call Meeting	Irvine Unified School District Reference Zoom/Call Meeting Information in the above 'Notice Calling for Bids'	April 27, 2023 at 9:00am
Last Day to Submit RFIs/Questions	MariaRagas@iusd.org	May 1, 2023 at 9:00 am
Response to Questions/RFIs Posted	IUSD Website	On or before May 4, 2023
Bid Deadline	Irvine Unified School District Attn. Maria Ragas 5050 Barranca Parkway Irvine, CA 92604	May 10, 2023 at 12:00 pm
*Board of Education Action	Award of Contract	May 30, 2023

<sup>\*</sup>Date is subject to change at the discretion of the District.

#### **INFORMATION FOR BIDDERS**

#### **WARNING**:

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

- 1. <u>Preparation of Bid Form.</u> Bids shall be submitted on the prescribed Bid Form, Bid Form Pricing Sheet and completed in full. All bid items and statements shall be properly and legibly 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 control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.
- 2. Form and Delivery of Bids. The bid must conform and be responsive to all bid documents and shall be made on the Bid Form and Bid Form Pricing Sheet provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to Irvine Unified School District, Purchasing Department, 5050 Barranca Parkway, Irvine, CA 92604, Attn: Maria Ragas, and must be received on or before the bid deadline (Public Contract Code Section 20112). The envelope shall be plainly marked in the upper left hand corner with the respondent's name, the proposal number and the date and time for the opening of proposals. It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

#### 3. Bid Pricing. Bid prices are to include shipping/delivery.

- 4. <u>Signature</u>. Any signature required on bid documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.
- 5. <u>Modifications</u>. Changes in or additions to any of the bid documents, alternative proposals, or any other modifications which are not specifically called for in the bid documents

may result in the rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

- 6. <u>Erasures, Inconsistent or Illegible Bids</u>. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that any bid is unintelligible, illegible or ambiguous, the bid may be rejected as being nonresponsive.
- 7. Examination of Site and Bid Documents. At its own expense and prior to submitting its bid, each bidder shall examine all bid documents; visit the sites and determine the local conditions which may in any way affect the performance of the work; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the bid. The District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the actual conditions and data given in the bid documents. Bidder agrees that the submission of bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.
- 8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.
- <u>Interpretation of Bid Documents</u>. If any bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the bid documents, a written request for an interpretation or correction thereof must be submitted to District via email to the attention of Maria Ragas at Maria Ragas@iusd.org by May 1, 2023 at 9:00 am. No request shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents will be made solely at District discretion and only by written addendum duly issued by the District, and a copy of such addendum will be hand delivered, emailed or faxed to each bidder known to have received a set of bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation of bid documents be binding on the District. If there are discrepancies of any kind in the bid documents, the interpretation of the District shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; AND THAT THE BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS.

- 10. <u>Bidders Interested in More Than One Bid.</u> No person, firm or corporation shall be allowed to make, or file, or be interested in more than one (1) bid for the same work unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid.
- 11. Award of Contract. The award of bid, if made by the District, will be by the action of the District's Governing Board, by category (processed commodity, commercial, snack, beverage and boxed water) outlined in *Appendix C Pricing Sheet*, to the lowest responsive and responsible bidder. The District reserves the right to make multiple awards or to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. If two identical low bids are received from responsive and responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to bidder, the District may award the contract to the next lowest responsive and responsible bidder or reject all bids.
- 12. Agreement. The form of Agreement, which the successful bidder, as Contractor, will be required to execute, is included in the bid documents and should be carefully examined by the bidder. The complete Agreement consists of the following but not limited to the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Agreement, Tobacco Use of Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, all insurance requirements, Scope of Work/General Conditions, District Information & Delivery Sites, Pricing Sheet, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), thereof duly incorporated therein. All of above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery of all items called for in the Agreement.
- Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the bid. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the contract. The District may also consider the qualifications and experience of persons and organizations proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the District's satisfaction within the prescribed time. The District

reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the District.

- 14. <u>Insurance and Workers' Compensation.</u> The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with District prior to performing the work, the Workers' Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.
  - a. Successful bidder shall, at bidder's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with bidder's fulfillment of the obligations under this bid:
    - i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

(a)	General Aggregate	\$2,000,000
(b)	Each Occurrence	\$1,000,000
(c)	Products/Completed Operations	\$1,000,000
(d)	Personal and Advertising Injury	\$1,000,000
(e)	Damage to Rented Premises	\$50,000
(f)	Medical Expense (any one person)	\$5,000

- ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.
- iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the bidder drives on behalf of the DISTRICT in the course of performing Services.)
- iv. Professional Liability Insurance with a limit of \$2,000,000 per occurrence, unless waived by the DISTRICT.
- v. Workers' Compensation and Employers Liability Insurance in a form and amount covering bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state

and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the bidder.

b. No later than five (5) days from execution of the Agreement by the DISTRICT and successful bidder, and prior to commencing the Services under this bid, bidder shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

Successful bidder shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of the Agreement.

- 15. <u>Anti-Discrimination</u>. In connection with all work performed under this bid, there shall be no lawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The 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.
- 16. <u>Hold Harmless/Indemnification</u>. The successful bidder awarded the contract will be required to defend, indemnify and hold harmless the District, the Governing Board, officers, agents, and employees as set forth in the Agreement.
- 17. <u>Manufacturer and Manufacturer ID</u>. Specific manufacturers and manufacturer IDs are required in order to be compatible with District's selected menu. This specification is not intended to restrict competition. Bidders may find discrepancies in the manufacturer IDs given in that the ID may be an old one and the item is not referred to by a new number. Consideration will be given in that situation. Please note that the bid is for the same item as specified by designating "New Number" in the Manufacturer ID area, should that be the case. Inquiries regarding such discrepancies are to be made in accordance with Section 9: Interpretation of Bid Documents in the Information for Bidders.
- 18. <u>Alternate Brands</u>. All items bid must conform to the terms and conditions set forth in these bid documents. The Districts reserve the right to reject all bids that do not conform to the bid. <u>Should the bidder wish to request any alternate brand, the bidder shall submit a written request to the District within the timeframe stated for Requests for Information (RFI's) deadline (noted on the Calendar of Events or above in no. 9). At a minimum, descriptive</u>

literature (manufacturer's specifications, nutritional information and a picture of the specific item), marked with the appropriate bid item number, must be provided, fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District. Request for alternate brands received after the timeframe stated for Requests for Information (RFI's) deadline (noted on the Calendar of Events or above in no. 9) will not be considered. If the alternate brand item is acceptable, the District will approve it in an Addendum issued to all bidders of record. It is understood and agreed to by the bidder that the Districts reserve the right to reject any such proposed alternate brand; if the item offered by the bidder is not, in the sole opinion of the District, then the bidder expressly understands and agrees that bidder shall furnish the item specified by the District.

- 19. <u>Samples</u>. If bidder is proposing an alternate brand, bidder must provide five (5) samples of the item (if proposing more than one (1) alternate brand, each item must be in a quantity of five (5) samples) to **Irvine Unified School District**, **Nutrition Services**, 3387 Barranca Parkway, Irvine CA 92606 no later than May 2, 2023 by 12:00 pm in order to be evaluated prior to the District approving the item as an "or equal".
- 20. <u>Deviations from Bid Terms and Conditions</u>. Deviations from any bid term or condition shall cause a bid to be rejected as nonresponsive. All deviations must be clearly noted at time of bid submission. If not noted, the assumption is that bidder is bidding as specified.
- 21. <u>Delivery of Damaged/Unacceptable Products</u>. District reserves the right to refuse complete shipments if there is any evidence of thawed and/or damaged product, product quality failure, including, but not limited to, off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture. Evidence of thawing include and not limited to cases where cases that are not firm, are soft or spongy to the touch, water stained, crushed, and cases that stick together as a result of freezing. Damaged or dented goods/containers will not be accepted.
  - 22. Sales Tax. Do not include California Sales or Use Taxes in unit prices.
- 23. <u>Delivery</u>. Destination will be designated within the boundaries of each District as specified in Appendix B. Actual delivery dates should be coordinated with the District. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. Upon award of bid, the awarded bidder(s) shall keep sufficient stock of products to ensure prompt delivery and service schedules.
- 24. <u>Drug-Free Workplace Certification</u>. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outline in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.
- 25. <u>Noncollusion Declaration</u>. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Noncollusion Declaration.

- 26. <u>Tobacco-Free Policy</u>. The successful bidder shall agree to enforce a tobacco-free work site and shall submit the completed Tobacco Use Policy.
- 27. <u>Criminal Records Check</u>. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the Criminal Records Check Certification.
- 28. Protest. Bidders may protest the recommended award, provided the protest is in writing, contains the bid number, is delivered to the address listed for submission of bid documents, and is submitted within five (5) calendar days of the bid closing deadline. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in the bid documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq. or violation of any State or Federal law. Protest will not be accepted on any other grounds. All protest will be handled by a panel comprised of District Staff. The District will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting bidder within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.
- 29. <u>References</u>. Bidders shall list a minimum of four (4) references where bidder has successfully provided the similar type(s) of good and services to another large school district or large corporation at the similar size and scope as the Districts. All references shall include full district/ firm name, address, phone number, management contact, and description of work completed. District reserves the right to contact all references even if Bidder has provided the same type of service for the Districts in the past. Failure by bidder to provide references with its bid submittal may result in rejection of bid by District. The District reserves the right to obtain from any or all sources, information concerning bidders which the District deems pertinent and to consider such information in evaluating the bidder's bid.
- 30. <u>Public Information</u>. All materials received by the District in response to this Bid/RFP shall be made available to the public. If any part of a bidders material is proprietary or confidential, the bidder must identify and so state, and be submitted separate of the bid documents. Any bidder information used to aid in bid selection must not be restricted from the public.
- 31. <u>Debarment, Suspension, and Other Responsibility Matters</u>. As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Irvine Unified School District will be notified of any change in this status. Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the bid due date or the bidder may be declared as nonresponsive.

- 32. <u>Buy American Domestic/Foreign Products</u>. The USDA, Food and Nutrition Services encourages specifications using Federal funds to require 100% domestically grown and processed products. The exceptions to the Buy American requirements that State DOE may consider are:
  - a. The product is not produced or manufactured in the U.S. in sufficient quantities and are reasonably available in quantities of a satisfactory quality.
  - b. Competitive research and bids reveal the costs of the U.S. product are significantly higher than the non-domestic product.

This requirement will be strictly adhered to. Any bidder intending to provide products produced or grown in a foreign country must include such information on their proposal submission. Bidders offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this solicitation. Failure to include such information on the proposal submission can result in product rejection at the bidder's expense. If bidder is quoting on a foreign product, it must be so noted on the proposal and the reason for bidding a foreign product must be disclosed.

If a domestic product is not available, the successful bidder must contact the District Nutrition Services Director.

FIRM NAME:	
ADDRESS:	
TELEPHONE: ()	<b>FAX</b> : ()
CONTACT NAME:	
E-MAIL ADDRESS:	

#### BID FORM AND REQUIRED DOCUMENTS ATTACHED HERETO

**FOR** 

BID NO. 23/24-01NS,

SOUTH ORANGE COUNTY PURCHASING GROUP - PROCESSED COMMODITY, COMMERCIAL, SNACK & BEVERAGE PRODUCTS

**FOR** 

## IRVINE UNIFIED SCHOOL DISTRICT PURCHASING DEPT. 5050 BARRANCA PARKWAY IRVINE, CA 92604

(On behalf of South Orange County Purchasing Group which includes Irvine Unified School District, Newport-Mesa Unified School District, Saddleback Valley Unified School District and Tustin Unified School District) 

#### **BID FORM**

Bidder Name:
To: Irvine Unified School District, Newport-Mesa Unified School District, Tustin Unifie
School District, and Saddleback Valley Unified School District, acting by and through thei
Governing Boards herein, called the "Districts."

The undersigned bidder, having become familiarized with all the following 1. documents including but not limited to Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Agreement, Tobacco Use of Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, all insurance requirements, Scope of Work/General Conditions, District Information & Delivery Sites, Pricing Sheet, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

# Bid No. 23/24-01NS, South Orange County Purchasing Group - Processed Commodity, Commercial, Snack & Beverage Products

All in strict conformity with the Bid Documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, on file at the Purchasing Department of the Irvine Unified School District for the sums as set forth in Appendix C – Pricing Sheet.

- 2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.
- 3. The initial term of the Agreement is July 1, 2023 through June 30, 2024. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.
- 4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the **Irvine Unified School District** the Agreement and will also furnish and deliver to the **Irvine Unified School District** certificates and endorsements of insurance, the Workers' Compensation Certificate, Tobacco Use

Policy, Drug-Free Work Place Certification, and the Criminal Records Check Certification, within five (5) working days of the notice of award of the contract.

- 5. Communication conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder stated below in Section 6.
  - 6. The name(s) of all persons interested in the bid as principals are as follows:

Name	Address	Phone/ Email

- 7. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the bid documents and that such licenses and permits will be in force and effect throughout the Agreement.
- 8. 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 & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).
- 9. 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 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
- 10. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT that is sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

#### 11. Time is of the essence.

- 12. The required Noncollusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.
- 13. Buy American Domestic/Foreign Products. The USDA, Food and Nutrition Services encourages specifications using Federal funds to require 100% domestically grown and processed products. The exceptions to the Buy American requirements that State DOE may consider are:

- a. The product is not produced or manufactured in the U.S. in sufficient quantities and are reasonably available in quantities of a satisfactory quality.
- b. Competitive research and bids reveal the costs of the U.S. product are significantly higher than the non-domestic product.

This requirement will be strictly adhered to. Any bidder intending to provide products produced or grown in a foreign country must include such information on their proposal submission. Bidders offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this solicitation. Failure to include such information on the proposal submission can result in product rejection at the bidder's expense. If bidder is quoting on a foreign product, it must be so noted on the proposal and the reason for bidding a foreign product must be disclosed.

The successful bidder understands that substitutions deviating from the Buy American provision will not be accepted unless approved by the District and/or are either of the two (2) exceptions approved by the State DOE.

- 14. Failure to complete the Bid Form and Appendix C Pricing Sheet (excel) in its entirety will render a bidder nonresponsive.
  - 15. Bid prices are to include shipping/delivery.

1. Name:	
Contact Person:	
2. Name:	
Address and Telephone	
Contact Person:	
Description of Product:	
3. Name:	
Contact Person:	
4. Name:	
Contact Person:	
5. Name:	

Description of Product:

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

Signed by: Print Name:  Date:  Business Address:  Telephone:  Signed by: Print Name:  Partnership  Signed by: Print Name:  Date: Business Address:  Telephone: Other Partner(s):  Corporation  Name:  [aCorporation')  Business Address: Telephone	<u>Individual</u>	Name:				
Date: Business Address: Telephone: Signed by: Print Name: Date: Business Address: Telephone: Other Partner(s):  Corporation Name:  [aCorporation¹) Business Address:		Signed by:				
Date: Business Address: Telephone: Signed by: Print Name: Date: Business Address: Telephone: Other Partner(s):  Corporation Name:  [aCorporation¹) Business Address:		Print Name:				
Telephone:  Partnership Name: Signed by: Print Name: Date: Business Address: Telephone: Other Partner(s):  Corporation Name:  [aCorporation] Business Address:						
Telephone:  Partnership Name: Signed by: Print Name: Date: Business Address: Telephone: Other Partner(s):  Corporation Name:  [aCorporation] Business Address:		Business Address:				
Partnership Name: Signed by: Print Name: Date: Business Address: Telephone: Other Partner(s):  Corporation Name:  (aCorporation¹) Business Address:						
Signed by: Print Name:  Date: Business Address:  Telephone: Other Partner(s):  Corporation  Name: (aCorporation¹)  Business Address:	******					
Signed by: Print Name:  Date: Business Address:  Telephone: Other Partner(s):  Corporation  Name: (aCorporation¹)  Business Address:	Partnershin	Name				
Print Name:  Date:  Business Address:  Telephone:  Other Partner(s):  (aCorporation)  Business Address:	1 ar ther ship					
Date: Business Address: Telephone: Other Partner(s):  Corporation Name:  (aCorporation¹) Business Address:						
Business Address:  Telephone:  Other Partner(s):  Corporation  Name:  (aCorporation¹)  Business Address:		Print Name:				
Telephone: Other Partner(s):  *******************************		Date:				
Other Partner(s):  ******************************		Business Address:				
Corporation Name:Corporation¹)  Business Address:						
Corporation Name:Corporation¹)  Business Address:		Other Partner(s):				
Corporation Name: (a Corporation¹)  Business Address:	ن ب بات بات بات بات بات بات بات بات بات ب					
(a Corporation <sup>1</sup> ) Business Address:						
	Corporation	Name:				
Telephone		Business Address:				
		Telephone				
Signed by:, President Date:		Signed by:		, President	Date:	
Print Name: , President Date:					Date	
Signed by:, Secretary Date:		Signed by:		_, Secretary	Date:	
Print Name:, Secretary Date:		Print Name:		_, Secretary	Date:	
**********************************	******	********	********	*******	************	

<sup>&</sup>lt;sup>1</sup>A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

<u>Joint Venturer</u>	Name:	
	Signed by:	
	Print Name:	
	Date:	
	Business Address:	
****	1	******************************
Other Parties to Joint Venturer		Name:
to Joint Venturer	Signed by:	
	Print Name:	
	Date:	
	Doing Business as:	
	Business Address:	
	Telephone:	
	If a Partnership	Name:
	Signed by:	
	Print Name:	
	Business Address:	
	If a Corporation	Name: (a Corporation)
	Signed by:	
	Print Name:	
	Title:	
	Business Address:	
	Telephone:	

# NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Cod Section 7106)

The undersigned declares:	
am the [Title] Company], the party making the foregoing bid.	of[Name or
The bid is not made in the interest of, or on behalf of association, organization, or corporation. The bid has not directly or indirectly induced or solicited an older has not directly or indirectly colluded, common else to put in a sham bid, or to refrain from the first or indirectly, sought by agreement, communicate of the bidder or any other bidder, or to fix a price, or of that of any other bidder. All statements directly or indirectly, submitted his or her bid problem of the bid problem of the bidder information or data relative the association, organization, bid depository, or to any or sham bid, and has not paid, and will not pay, and any person executing this declaration on behalf of the venture, limited liability company, limited liability that he or she has full power to execute, and does of the bid in the problem of the pro	is genuine and not collusive or sham. The bidder ny other bidder to put in a false or sham bid. The aspired, connived, or agreed with any bidder or om bidding. The bidder has not in any manner unication, or conference with anyone to fix the bid any overhead, profit, or cost element of the bid contained in the bid are true. The bidder has not rice or any breakdown thereof, or the contents are true, to any corporation, partnership, company member or agent thereof, to effectuate a collusive my person or entity for such purpose.
declare under penalty of perjury under the laws rue and correct and that this declaration is ex [City],	
	Signature
	Print Name

# CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The _	
	Firm name/principal
certific	ed to the best of its knowledge and belief, that it and its principals:
1.	Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;
2.	Have not within a three-year period preceding this proposal been convicted of a or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust or destruction of records, making false statements, or receiving stolen property;
3.	Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4.	Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause of default.
	ble to certify to any of the statements in this certification, the participant shall attach an action to this certification.
THE F	PRIMARY PARTICIPANT
	Firm name/principal
CONT CERT	TIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE SENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS SIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. TION 3801 ET SEQ. ARE APPLICABLE THERETO.  Signature and Title of Authorized Official

By:

# <u>CERTIFICATE OF</u> <u>RESTRICTIONS ON LOBBYING</u>

I,	, hereby certify on behalf (name of offeror) of
	that:
	(Firm Name)
1.	No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer of 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2.	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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3.	The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontracts shall certify and disclose accordingly.
transaction entering in to file the	fication is a material representation of fact upon which reliance is placed when this n as made or entered into. Submission of this certification is a prerequisite for making or not this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails required certification shall be subject to civil penalty of not less than \$10,000 and not \$100,000 for each such failure.
	Executed this day of, 20

(Signature of authorized official)

(Title of authorized official)

#### SAMPLE AGREEMENT

THIS AGREEMENT, dated the	day of	, 20, in the	County of O	range, State	of
California, is by and between	Irvine Unified	School District,	(hereinafter 1	referred to	an
"DISTRICT"), and		, (herein	nafter refe	rred to	as
"CONTRACTOR").					

The DISTRICT and CONTRACTOR, for the consideration stated herein, agree as follows:

- 1. CONTRACTOR agrees to comply with all the terms and conditions set forth in the bid documents for Bid No. 23/24-01NS, South Orange County Purchasing Group Processed Commodity, Commercial, Snack & Beverage Products, including but not limited to the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Agreement, Tobacco Use of Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, all insurance requirements, Scope of Work/General Conditions, District Information & Delivery Sites, Pricing Sheet, and all modifications, addenda and amendments, if any, thereto by this reference incorporated herein. The bid documents are complementary and what is called for by any one shall be as binding as if called for by all.
- 2. CONTRACTOR shall timely perform everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.
- 3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deduction or deduction as agreed to in writing, according to the unit prices identified on the Appendix C Pricing Sheet.
- 4. The initial term of the Agreement is July 1, 2023 through June 30, 2024. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.

#### 5. Time is of the essence.

- 6. The DISTRICT shall have discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work under this Agreement by providing CONTRACTOR thirty (30) days prior written notice of termination, CONTRACTOR shall:
  - (i) Cease operations as it applies to the DISTRICT in the notice:
  - (ii) Take any actions necessary, or the DISTRICT may direct, for the protection

and preservation of the work; and

(iii) Not terminate any insurance provisions required by the bid documents.

In case of such termination for the DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from the DISTRICT for processed commodity, commercial, snack & beverage products satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

- 7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, Governing Board, its officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
  - (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.
  - (b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract.

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

- 8. All items shall be subject to the inspection of the DISTRICT. Inspection of the items shall not relieve the CONTRACTOR from any obligation to fulfill this Agreement. Defective items shall be made good by the CONTRACTOR, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the DISTRICT and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the CONTRACTOR shall forthwith remedy such defect in a manner satisfactory to the DISTRICT. All items rejected by the DISTRICT at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the CONTRACTOR who shall assume and pay the cost thereof without expense to the DISTRICT, and shall be replaced by satisfactory items.
  - 9. While engaged in carrying out and complying with the terms and conditions of this

Contract the CONTRACTOR is an independent Contractor, and is not an officer, employee or agent of the DISTRICT.

- 10. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of materials, articles, or services covered under this Agreement. CONTRACTOR agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the DISTRICT shall be excess and noncontributory." In addition, CONTRACTOR agrees to name DISTRICT, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, CONTRACTOR shall provide DISTRICT with copies of the policy or policies of insurance evidencing all coverage's and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.
  - a. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with CONTRACTOR's fulfillment of the obligations under this AGREEMENT:
    - i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

- ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.
- iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the CONTRACTOR drives on behalf of the DISTRICT in the course of performing Services.)
- iv. Professional Liability Insurance with a limit of \$2,000,000 per occurrence, unless waived by the DISTRICT.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under a., b., c., and d. above shall not in any way limit the liability of the CONTRACTOR.

b. No later than ten (10) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, and prior to commencing the Services under this AGREEMENT, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

CONTRACTOR shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (i) and (ii) above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this AGREEMENT.

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above.

Material hoist where used in amounts as above.

11.	If CONTRACTOR is a corporation, the undersigned hereb	y repres	ents a	ınd
warrants that	the corporation is duly incorporated and in good standing	in the	State	of
	, and that,	whose	title	is
	, is authorized to act for and bind the corporation.			

- 12. The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.
- 13. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the

CONTRACTOR shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.

- 14. The CONTRACTOR shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The CONTRACTOR shall preserve and make available its records to the DISTRICT and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the DISTRICT. The CONTRACTOR is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the DISTRICT.
- 15. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:
  - (1) If notice is given to DISTRICT, by personal delivery thereof to DISTRICT, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.
  - (2) If notice is given to CONTRACTOR, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.
- Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complimentary. CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the DISTRICT to insist on the strict performance of the terms,

conditions, and agreements of this Agreement shall not constitute or be construed as a waiver or relinquishment of the DISTRICT rights thereafter to enforce strict compliance with any such terms, conditions or agreements but the same shall continue in full force and effect.

- 17. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
- 18. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Boards of the DISTRICT.
- 19. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.
- 20. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

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

IRVINE UNIFIED SCHOOL DISTRICT	CONTRACTOR		
By:Signature	By: Signature		
Print Name	Print Name		
Title	Title		
Date	Date		
Irvine Unified School District			
Board Approval Date	Contractor's License No.		
	Tax ID No.		
	(Corporate Seal of Contractor, if corporation)		

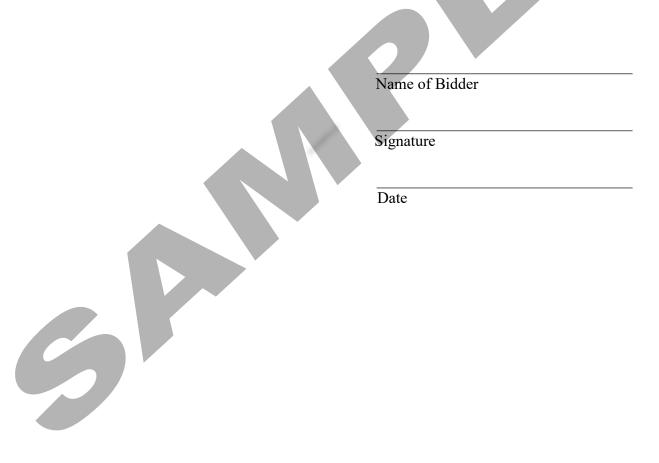
#### **TOBACCO USE POLICY**

#### IRVINE UNIFIED SCHOOL DISTRICT

Irvine, California

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

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



#### **WORKER'S COMPENSATION CERTIFICATE**

Labor Code section 3700.

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

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

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

Name of Contractor	
By:Signature	-
Print Name	
Title	
Date	

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

#### **DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

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

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

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

Name of Contractor
Signature
Print Name
Title
· ·
Date

# 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 contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify 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 noninmate; 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.

# **CERTIFICATION BY CONTRACTOR**

## **CRIMINAL RECORDS CHECK** AB 1610, 1612 and 2102

To the	Governing Board of Irvine Unified School District:
I,	certify that:
	Name of Contractor
1.	I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2.	Due to the nature of the work I will be performing for the Districts, my employees may have contact with students of the Districts.
3.	None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.
I decla	are under penalty of perjury that the foregoing is true and correct.
Execu	ted at, California on  Date
	Signature
	Typed or printed name
	Title
	Address
	Telephone

### W-9 FORM

Current Version Available at: <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf">http://www.irs.gov/pub/irs-pdf/fw9.pdf</a>

#### **APPENDIX A**

### Scope of Work

The Irvine Unified School District, acting on behalf of the South Orange County Purchasing Group which includes Irvine Unified School District, Newport-Mesa Unified School District, Saddleback Valley Unified School District and Tustin Unified School District, is seeking to retain qualified bidders to provide and deliver quality processed commodity, commercial, snack and beverage products for each District's School Nutrition Services Program. The reference to "District" and/or "Districts" shall hereinafter include all four (4) Districts listed above.

The initial term of this contract shall be from July 1, 2023 through June 30, 2024, with an option for two (2) additional one (1) year renewals.

The intent of this bid is to leverage the collective purchasing power of multiple partners that are geographically connected and have similar product requirements and needs. The estimated annual usage utilized by the Districts in included in the Pricing Sheet. Products will be delivered to single or multiple locations as specified per Appendix B – District Information & Delivery Sites.

The Districts have met over the past six (6) months to consolidate the number of items that will be purchased and accurately forecast menu needs. This was accomplished by extensive testing of products to determine which items meet the needs and preferences of all four (4) Districts.

All items bid must conform to the terms and conditions set forth in these bid documents. The Districts reserve the right to reject all bids that do not conform to the bid.

#### **General Conditions**

- 1. <u>COVID-19 GUIDELINES</u>: The successful bidder(s) shall follow current California Department of Public Health (CDPH) and Orange County Health Care Agency (OCHCA) COVID-19 guidelines as it pertains to public grounds and buildings and K-12 public school settings.
- 2. Each District reserves the right to add or delete locations at its discretion at any time throughout the term of this bid.
- 3. NO MAXIMUM OR MINIMUM QUANTITIES: Quantities shown in the Bid Form are <u>estimates only</u> and the District does not guarantee that a minimum or maximum amount will be purchased. The District reserves the right to purchase more or less of the units specified at the unit cost bid. *The District will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by the bidder.*
- 4. <u>PRICING/EXTENSIONS</u>: The quoted prices must remain in effect for the initial term of the contract after award of bid, and thereafter for any one year term extension(s). Bid prices are to include shipping/delivery. The District shall grant, upon written request, a price adjustment to compensate for inflation; this adjustment must be requested prior to

April 30<sup>th</sup> of each year for the upcoming renewal year. The adjustment will be effective upon renewal of the contract and will be equal to the percentage of change in the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim areas for the period ending March 31<sup>st</sup> of the given contract renewal.

5. <u>ADDITIONAL ITEMS/SUBSTITUTIONS</u>: During the term of this Agreement, as the need for other products arises or new products are developed, the Districts reserve the right to add items at a negotiated price mutually agreed upon by the District and awarded bidder.

With Districts written approval (email acceptable), if an item needs to be substituted and is an equivalent substitute, the awarded bidder may provide the substitute but it must be at the same or lower price as that of the item being substituted.

- 6. <u>DISCONTINUED AWARDED LINE ITEMS</u>: Awarded bidder(s) are required to immediately notify the District's Nutrition Services Director or its Designee when manufacturers have discontinued awarded line item(s). *Official notification via e-mail referencing the bid number, line item number and Manufacturers letter stating the discontinued item must be submitted.* A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price. Successful bidder(s) shall provide substantiating information, ie. nutritional information, when requesting consideration of a substitution for a discontinued line item.
- 7. <u>NO ASSIGNMENT</u>: The successful bidder shall not assign, transfer, or convey the contract which may be awarded, or any right accruing there-under, title or interest therein, funds to be received hereunder, or any power to execute the same.
- 8. <u>HAZARDOUS MATERIALS/SUBSTANCES</u>: If any product that will be delivered or supplied to the District as a result of this bid is listed in the Hazardous Substance List of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the vendor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.
- 9. <u>DEFAULT</u>: If successful bidder fails or neglects to furnish and/or deliver the supplies or services at the prices quoted or at the times and places agreed upon or otherwise fails to comply with the terms and conditions of this bid document in its entirety, the District reserves the right to cancel existing services affected by such default, and procure services from other sources and deduct from any unpaid balance due to the successful bidder. The price paid shall be considered the prevailing market price at the time such purchase is made.
- 10. <u>FORCE MAJEAURE CLAUSE</u>: The parties of the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, pandemic, loss of shortage of facilities, lockout or

commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

- 11. <u>GOVERNING LAW</u>: The laws of the State of California and the County of Orange shall govern all aspects of the bid.
- 12. <u>NO WAIVER</u>: No waiver of a breach of any provision of the agreement by the District shall constitute a waiver of any other breach of such provision. Failure of the District and Successful bidder to enforce at any time, or from time to time, any provision of this agreement shall not be construed as a waiver thereof.
- 13. <u>SEVERABILITY</u>: If any provisions of the agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of this contract, which shall remain valid and enforceable according to its term.
- 14. <u>INDEPENDENT CONTRACTOR</u>: While engaged in carrying out and complying with the terms and conditions of the Agreement, the successful bidder shall be deemed an independent contractor and not an officer, agent, or employee of the District.
- 15. <u>DAMAGE TO DISTRICT PROPERTY</u>: The successful bidder shall be fully responsible for any damage to District property caused by its employees. Repairs or replacement, at the option of the District, shall be made by the successful bidder or by the District and charged to the bidder.
- 16. <u>DRUG AND ALCOHOL TESTING</u>: The successful bidder shall require that all drivers and other individuals who may come in contact with students be subject to drug and alcohol testing in accordance with the requirements of any federal, state, and local laws. The successful bidder shall keep a record of said information and shall provide such information to the District upon request.

The successful bidder shall notify the District immediately and in writing whenever any driver has tested positive for drugs or alcohol and shall immediately dismiss the driver from delivering to the District.

- 17. <u>COMPLIANCE WITH OSHA</u>: Successful bidder agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that successful bidder will indemnify and hold the District harmless for any failure to so conform.
- 18. <u>DRIVING ON PREMISES</u>: The successful bidder's representative driving motor vehicles on the District's school grounds will use extreme caution, especially when school is in session. Drivers will lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or opened, evidence of vandalism, etc., should be reported to the appropriate District.

### APPENDIX B

Each District's information, delivery sites and times are outlined below.

#### **Irvine Unified School District**

Irvine Unified School District (IUSD) has 41 schools and serves 36,000 students. IUSD is comprised of twenty-four (24) elementary sites, five (5) K-8 sites, six (6) middle schools, and six (6) high schools.

Bid prices are to include shipping/delivery. All deliveries shall require inside delivery and are to be placed in designated areas/coolers, as specified, by the Site Supervisor/designee.

### **Delivery Sites and Times:**

Three times a week delivery between 7:00 am - 1:00 pm:		
IUSD Central Kitchen	3387 Barranca Pkwy, Irvine, CA 92606	

<sup>\*</sup>District is anticipating daily deliveries during construction of the Central Kitchen expansion.

Once a week delivery between 6:00 am - 1:00pm:				
Irvine High School 4321 Walnut Avenue, Irvine, CA 92604				
Northwood High School 4515 Portola Parkway, Irvine, CA 92620				
Portola High School	1001 Cadence, Irvine, CA 92618			
University High School	4771 Campus Drive, Irvine, CA 92612			
Woodbridge High School	2 Meadowbrook, Irvine, CA 92604			

Once a week delivery between 7:30 am - 1:00pm:					
Jeffrey Trail Middle School 155 Visions, Irvine, CA 92620					
Lakeside Middle School	3 Lemongrass, Irvine, CA 92604				
Rancho San Joaquin Middle School	4861 Michelson Drive, Irvine, CA 92612				
Sierra Vista Middle School	2 Liberty, Irvine, CA 92620				
South Lake Middle School	655 West Yale Loop, Irvine, CA 92614				
Venado Middle School	4 Deerfield Avenue, Irvine, CA 92604				

Once a week delivery between 8:00 am - 1:00pm:				
Beacon Park K-8	200 Cultivate, Irvine, CA 92618			
Cadence Park K-8 750 Benchmark, Irvine, CA 92618				
Plaza Vista K-8 670 Paseo Westpark, Irvine, CA 92606				
Solis Park K-8	101 Abacus, Irvine, CA 92618			
Vista Verde K-8	6 Federation Way, Irvine, CA 92603			

### **Newport-Mesa Unified School District**

Newport-Mesa Unified School District is a public preschool through high school District serving 18,000 students at 32 schools in the cities of Costa Mesa, Newport Beach and Corona del Mar.

### **Delivery Sites and Times:**

Twice a week delivery between 6:00 am - 11:00 am:				
Nilfrition Services Wareholise	2985 Bear Street Bldg. B			
	Costa Mesa 92626			

Once a week delivery between 6:00 am - 11:00 am:				
Comana dal Man High Sahaal	2101 Eastbluff Drive			
Corona del Mar High School	Newport Beach 92660			
Costo Masa High Sahaal	2650 Fairview Road			
Costa Mesa High School	Costa Mesa 92626			
Estancia High Cahaal	2323 Placentia Avenue			
Estancia High School	Costa Mesa 92627			
Navypart Harbar High Sahaal	600 Irvine Avenue			
Newport Harbor High School	Newport Beach 92663			
Engion Intermediate School	2000 Cliff Drive			
Ensign Intermediate School	Newport Beach 92663			
TeWinkle Middle School	3224 California Avenue			
1 e w liikie wiiddie School	Costa Mesa 92626			

### Saddleback Valley Unified School District

Saddleback Valley Unified School District (SVUSD) serves 23,800 students and is comprised of 33 school sites, Elementary, Intermediate, and High School. The District boundaries encompass the cities of Mission Viejo, Lake Forest, Laguna Hills, Laguna Woods, Rancho Santa Margarita, Foothill Ranch and Trabuco Canyon.

### **Delivery Sites and Times:**

All deliveries are made to one (1) location, SVUSD Nutrition Center Warehouse.

Bi-weekly delivery between 5:00 am - 9:00 am:				
Nutrition Center Warehouse	25566 Peter A. Harman Way Mission Viejo, CA 92691			

#### **Tustin Unified School District**

Tustin Unified School District has 28 schools and serves 23,000 students. Tustin is comprised of sixteen (16) elementary sites, two (2) K-8 sites, five (5) middle schools, one (1) new 6-12 grade school, one (1) continuation high school and three (3) high schools. Pioneer Middle school is the central kitchen which prepares all the elementary site meals. Because of limited space at Pioneer it is important that the *delivery arrives before 7am*.

### **Delivery Sites and Times:**

Daily delivery before 7:00 am:	
Pioneer Middle School	2700 Pioneer Road Tustin, CA. 92782

Once or Twice a week delivery between 6:00 am - 11:00 am:					
Columbus Tustin Middle School	17952 Beneta Way				
Columbus Tustin Middle School	Tustin, CA 92780				
Hewes Middle School	13232 Hewes Ave				
Hewes Widdle School	Santa Ana CA 92705				
Orchard Hills School	11555 Culver Drive				
Olchard Hills School	Irvine, CA 92602				
Sycamora Magnat Academy	1402 Sycamore Ave				
Sycamore Magnet Academy	Tustin, CA 92780				
UTT Middle School	13601 Browning Ave				
OTT Wilddle School	Tustin, CA 92780				
Beckman High School	3588 Bryan Ave				
Beckinali High School	Irvine, CA 92602				
Foothill High School	19251 Dodge Ave				
Footimi Trigii School	Santa Ana, CA 92705				
Tustin High School	1171 El Camino Real				
Tustin High School	Tustin, CA 92780				
Tustin USD Warehouse	1302 Service Road				
Tustili USD warehouse	Tustin, CA 92780				

#### **APPENDIX C**

#### **Pricing Sheet**

The Pricing Sheet is attached hereto but should NOT be filled out; bidder <u>must</u> digitally fill out the protected excel Pricing Sheet provided as a separate document.

Bidders shall be required to submit a hard copy of their bid as well as one (1) electronic proposal on a Flash Drive. *Handwritten submittals of Appendix C may deem bidder nonresponsive.* With that said, Appendix C (digitally filled out) must be included with the hard copy bid submittal.

Bidders should type in "No Bid" for line items that bidder is not bidding on.

Please Note: Bid prices are to include shipping/delivery.

## **Category No. 1 – Processed Commodity**

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	"Or Equal" Brand & ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
1	Smky Grilled Beef Patty	Advance Pierre	9617		100/3OZ	2250		
2	Honey BBQ Grld BF RIBBQ	Advance Pierre	10000013716		100/3.25	100		
3	Meatloaf CHS Ketchup FC	Advance Pierre	10000006919		100/2.9OZ	105		
4	Beef Philly Steak	Advance Pierre	10000097868		30LB	110		
5	Potato Pearls	Basic American	76468		12/28OZ	180		
6	Primo 16" WG Par Bked 4 Cheese	Big Daddy's	68591		9/41.5OZ	2000		
7	Pepperoni Stuffed Sandwich	Big Daddy's	55293		48/4.46 OZ	2850		
8	Fiestada Beef Stuffed Sandwich	Big Daddy's	55291		48/4.46 OZ	2575		
9	Buffalo Chicken Stuffed Sandwich	Big Daddy's	55292		48/4.46 OZ	200		
10	7" WG Pepp Mozz Stffd Pizza	Boscos	17023721120		72 CT	4300		
11	6" WG RF Mozz CHS Stick	Boscos	17020111120		144 CT	380		
12	7" WG RF Brd Stix W/Mozz	Boscos	17021101120		108CT	700		
13	WG 6" Cheese Sticks IW	Boscos	17026721120		72/2.5oz	100		
14	Pizza 16' 10-Cut Cheese WG	Wild Mikes	20211		90/5.49 OZ	500		
15	WG DBL Choc Chip Muffin IW	Buena Vista	60941		100/3.5OZ	400		
16	WG Trky Pepprni CHS Calzone IW	Buena Vista	50721		80/5.5OZ	950		
17	WG Coffee Cake IW	Buena Vista	90040		72/4OZ	725		
18	WG SWT Pot Chocohip Muff Top	Buena Vista	63218		120/2.5oz	100		
19	Blueberry Muffin Top	Buena Vista	63136		120/3.2oz	100	Bi	dder
20	Applesauce	Cherry Central	9116		96/4.5oz	350	m	ust
21	Classic Burger IW	Don Lee Farms	QHB425		75/4.25OZ	1350		
22	Classic Cheeseburger IW	Don Lee Farms	QCB475		75/4.2OZ	1000	digit	ally fill
23	BF Teriyaki Slam Dunkers	Don Lee Farms	CNQTD0753		160/3OZ	450	OI	ut &
24	Ketchup	Heinz	13000984900		1000/7GM	2300		nit the
25	BBQ sauce cup	Heinz	1.30007E+11		100/1oz	900		_
26	All American Burger IW	Integrated	C47007		50/4.25OZ	500	ex	kcel
27	Cheeseburger Sliders	Integrated	C47220		75/4.35OZ	2400	Pri	icing
28	Beef Taco Stick IW	Integrated	C45019		50/4.6OZ	2500		neet
29	WG RF Grilled cheese IW New	Integrated	108000		72/4.19	1250	31	ieet
30	WG Grilled Cheese RS IW	Integrated	C13400		72/4.19 oz	1500		
31	Twice Grilled CHS QUES IW	Integrated	362000		100/4.11OZ	500		
32	Bean & Cheese Chalupa IW	Integrated	827051		72/3.82OZ	400		
33	BBQ Rib Sandwich IW	Integrated	C46007		75/4.36oz	1300		
34	Pre-Cooked Sliced Turkey Bacon	Jennie O	271106		12/50CT	190		
35	Extra Lean Sliced Turkey Ham	Jennie O	2565		12/1LB	510		
36	All Ntrl OVN RST TRKY Breast SLC	Jennie O	2318-12		6/2LB	475		
37	Pre Sliced Browned TRKY Steak	Jennie O	2303-24		4/6.17LB	200		
38	Pre-Cooked Turkey Taco Meat	Jennie O	2856-28		4/7LB	265		
39	Three Bean Vegerable Chili	JTM	5383		6/5LB	135		
40	RF Beef Taco Filling Allergen Free	JTM	CP5249		6/5LB	800		
41	Alfredo Sauce RF	JTM	5722		6/5LB	255		
42	WG Rotini w/Meat Sauce	JTM	CP5591		6/5LB	1100		
43	Alfredo WG Penne Pasta	JTM	5764		6/5lb	250		
44	Mac & Cheese W/ WG	Land O Lakes	43292		6/5LB	1450		
45	Shred Mild Cheddar Cheese	Land O Lakes	41749		4/5# PCH	625		
46 47	Shred Mozzarella Cheese 160 SL American Cheese	Land O Lakes Land O Lakes	41698 46255		4/5# PCH 6/5# PCH	130 640		
48 49	RF Mild Cheddar Cheese Slices RF Swiss Cheese Slices	Land O Lakes Land O Lakes	44224 44261		8/1.5LB 8/1.5LB	150 175		
50			59701		168/1OZ	3300		
υU	String Cheese	Land O Lakes	09/UT		100/102	33UU		

## Category No. 1 – Processed Commodity

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	"Or Equal" Brand	Unit Measure	Estimated Annual Usage	1 Drop Unit	Multi Drop Unit
51	Cheddar cheese cubes	Land O Lakes	44113	& ID	200/1oz	175	Cost	Cost
52	Egg CHS TKY SAU Wrap IW	Los Cabos	97892		72/ 3.6 OZ	850		
53	WG Ultra Bean & CHS Burrito WG IW	Los Cabos	71571		80/ 5.5 OZ	800		
54	WG Bean & Cheese Burrito IW	Los Cabos	97576		96/5.2OZ	1550		
55	WG Xtreme Bean & CHS Burrito Trad IW	Los Cabos	71662		96/5.2OZ	1075		
56	WG Enchilada Pepper Jack Cheese	Los Cabos	64150		144/2OZ	130		
57	Crispy Bakeable Crinkle Cut	McCain	1000007470		6/5LB	700		
58	Spicy Skin On Spirals	McCain	MCL03622		6/4LB	700		
59	Seasoned Straight Cut Fry 3/8"	McCain	MCX03621		6/5LB	1600		
60	Crispy Seasoned Wedges 8-Cut	McCain	1000000496		6/5LB	1100		
61	Seasoned Potato Cubes	McCain	mcl03624		6/5lb	275		
62	Plain Potato Tater Tots	McCain	OIF00215A		6/5LB	220		
63	CHIX Rice CHS Burrito IW	Michael B's Bestway	CRHB75		80/5075OZ	980		
64	CHIX & CHS Tamale In Foil	Michael B's Bestway	TAC32F		72/505OZ	1200		
65	Eggs hard cooked peeled	Michael Foods	14616-60676-00		12/12ct	250		
66	Patty egg round 3"	Michael Foods	14616-70202-00		120/1.5oz	600		
67	Bagel Pizza Breakfast WW	Nardone Bros	96WBR		96/3.42 OZ	400	D:	144
68	Unsweetened Straw-Banana Applesauce	Peterson Farms Fresh	ASA10015		96/4.5 oz	550	BIC	lder
69	100% Natural Ketchup	Red Gold	REDYL9G		1000/9GR	400	mı	ust
70	Seasoned Potato Cubes	Redstone Canyon	MCL03624		6/5LB	300	diai	tally
71	WW Pizza Cheese Cruncher	Richs	65225		8/3.125LB	2450	_	_
72	Flat Bread Fired 6x6 WG	Richs	14010		192/2 OZ	100		out
73	Macaroni & Cheese RF	Rose & Shore	850-TRAY		45/8OZ	1500	8	<u> </u>
74	TRKY Ham Sun Side SND IW	Rose & Shore	SSU248WC		48/4.25OZ	100	euk	mit
75	Vegetarian Refried Beans	Santiago	54914		6/27OZ	1050		
76	Cheese Stuffed Sticks	Schwan's Beacon Street	73338		200/2.1OZ	75	tr	1e
77	WG PB & Grape Uncrustable	Smuckers	5150006960		72/2.6OZ	900	ex	cel
78	WG PB & Straw Uncrustable	Smuckers	5150006961		72/2.6OZ	150	1	cing
79	WG PB& Grape Uncrustable LRG	Smuckers	5150021027		72/5.3OZ	300		_
80	WG PB& Straw Uncrustable LRG	Smuckers	5150021028		72/5.3OZ	150	Sh	eet
81	WG GLZD Cinn French Toast Sticks IW	Sunny Fresh	40494		110/2.9OZ	1000		
82	Grilled Egg Patties	Sunny Fresh	41710		369/1.25OZ	100		
83	Pre Cooked Scrambled Eggs	Sunny Fresh	41927		4/5LB	250		
84	Hard Cooked Eggs Pillow Pack	Sunny Fresh	51039		12/6 ct	150		
85	Colby Cheese Omelet Pre Cooked	Sunny Fresh	40196		225/2.1OZ	200		
86	Bacon & CHS Egg Stravaganza	Sunny Fresh	40928		4/5LB	325		
87	Sunflower Butter & GRP Jelly Sand	Sunwise Foods	12228		96/2.8OZ	700		
88	Chicken Sausage, Egg & Cheese English Muffin	Tasty Brands	70495		80/5.12OZ	1000		
89	Chicken Sausage, Egg & Cheese Waffle	Tasty Brands	70338		80/4.90OZ	200		
90	WG Cheese Lasagna Roll UP	Tasty Brands	00801WG		110/4.30OZ	155		
91	WG Jumbo Cheese Ravioli	Tasty Brands	00804WG		324/1.26OZ	250		
92	Pizzaboli WG IW	Tasty Brands	53209		96/5oz	600		
93	WG 6" Garlic Cheese Toast IW	Tony Roberts	66257		60/4.5OZ	1325		
94	51% WG 4"RND Galaxy CHS Pizza IW	Tony's	78366		72/4.56OZ	2700		
95	WG TKY Sausage Breakfast Pizza	Tony's	63912		128/3031OZ	120		
96	Patty Sausage Chicken	Tyson	10174430928		336/1.43 OZ	915		
97	Corn Dog Mini WG	Tyson	10270240928		30LB	775		
98	Buffalo Chic Drumstick FC Dark	Tyson	10004130928		30LB	205		
99	DK WG BRD TRAD Drumsticks	Tyson	16660100928		108/4.4OZ	1500		
100	DK Chicken Meatball	Tyson	10197770328		2/5LB	375		

# Category No. 1 – Processed Commodity

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	"Or Equal" Brand & ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
101	WG CHIC Wings BRD Boneless (White Meat)	Tyson	10703620928		30LB	2100		
102	WG BRD Crispy Nuggets	Tyson	10703640928		32.81LB	1600		
103	WG BRD Crispy Patties	Tyson	10703040928		148/3.54OZ	825		
104	WG BRD Spicy CHIX Patties	Tyson	10703140928		148/3.53OZ	670		
105	WG HOT&SPICY BRD CHX Patties	Tyson	10055670928		148/3.26OZ	400		
106	WG Popcorn Chicken	Tyson	10703680928		32.79LB	600		
107	1/2" LS Pulled 65/35 Chicken	Tyson	10460210928		2/5LB	550	Bid	der
108	Chicken Fajita	Tyson	10035220928		8/4.99 LB	365	mu	ıet
109	WG Homestyle Tenders MWWM (White Meat)	Tyson	17033220928		330/1.5 OZ	120	_	
110	WG Hot & Spicy Tenders MWWM (White Meat)	Tyson	10703420928		2.05 OZ	120	digit	ally
111	WG BRD Spicy Tenders	Tyson	10703440928		31.86LB	400	fill o	ut &
112	WG CN Crispy Tenders	Tyson	10703340928		4/7.965 LB	1500	sub	
113	Cheeseburger Mini Twin Sandwiches IW	Tyson	10000055325		4.86OZ	1200		
114	Bone In Wings	Tyson	1034696092		2/5lbs	125	the e	xcel
115	Wings Of Fire	Tyson	10000038942		2/5lbs	575	Pric	ina
116	Chunks BRD CHK Breast H&S	Tyson	10703720928		30LB	250	She	•
117	WG Wedge Cheese Pizza IW	Wild Mikes/Sapiazza	90501		90/5.49OZ	800	3116	eet
118	Mozzarella Bites IW	Wild Mikes/Sapiazza	11113		60/4OZ	900		
119	Mozzarella Bites Bulk	Wild Mikes/Sapiazza	11003		240/1OZ	600		
120	General TSO'S Chicken	Yangs	8-52724-15563-0		1/43.5LB	170		
121	Chicken Edamame Kung Pao	Yangs	8-52724-15557-9		1/43.5LB	150		
122	Gluten Free Teriyaki Chicken	Yangs	8-52724-15559-3		6/5LB	400		
123	100% WG Mandarin Orange Chx	Yangs	8-52724-15552-4		6/5LB	1100		
124	Popcorn Orange Chicken	Yangs	8-52724-00072-5		14.5LB	1000		

## Category No. 2 - Commercial

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	"Or Equal" Brand & ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
1	WG Soy Butter & Jelly Sandwich	Albies Foods	608		40/4.6oz	950		•
2	Sandwich Wowbutter & Jelly Small	Albies Foods	607		72/2.4oz	1050		
3	Marinara Sauce	Angela Mia	27000-39125		6/#10	700		
4	Pancakes, Bites, WG, IW	Bake Crafters	1673		72/2.4OZ	400		
5	Pancake Buttermilk Bulk WG	Bake Crafters	1475		144/1.3OZ	300		
6	WG RF Garlic Texas Toast Bulk	Bake Crafters	1605		120/1.31 oz	300		
7	WG Mini Brkfst Bites Apple	Bake Crafters	1716		72/2.75OZ	600		
8	WG Waffles Maple TFF	Bake Crafters	1556		144/1.4 OZ	350		
9	WG Croissant Round Sliced	Bake Crafters	3286		80/2.2OZ	720		
10	WG French Toast Sticks	Bake Crafters	447		5/2LB	1800		
11	WG French Toast Sticks IW	Bake Crafters	449		88/3OZ	1550		
12	WG Mini Donuts Choc Enrobed	Bake Crafters	1929		72/3.2OZ	100		
13	WG Mini Donuts White Powdered	Bake Crafters	1931		72.3.2OZ	100		
14	Cinnamon Roll	Bake Crafters	1263		72/3.5 OZ	150		
15	Cake Batter Yogurt	Big Spoon Yogurt	I1823		24/5.5OZ	125		
16	Choc/Vanilla Swirl Yogurt	Big Spoon Yogurt	I1824		24/5.5OZ	125		
17	Cookies and Cream Yogurt	Big Spoon Yogurt	I1826		24/5.5OZ	150		
18	Super Mango Sorbet	Big Spoon Yogurt	I1889		24/5.5OZ	100	ъ.	
19	Very Strawberry Yogurt	Big Spoon Yogurt	11829		24/5.5OZ	100	Bi	dder
20	Sliced Pepperoni	Bonici				170	m	ust
21	WG RF Chocchip Cookie IW	Buena Vista	1005014-269 79015		10 LB			
					120/1.5OZ	430	_	ally fill
22	WG Cornbread Muffin IW	Buena Vista	64175LA		125/2.5OZ	400	Ol	ıt &
23	WG RF Choc/Chip Cookie Dough w/bag	Buena Vista	78185		135/1.85oz	200	suhr	nit the
24	Whole Kernel Corn	CH Belt	07931		1/30LB	375		_
25	51% WG Penne	Dakota Growers	548229/6738792010		2/10 LB	525	ex	cel
26	51% WG Rotini	Dakota Growers	548230/6738792021		20LB	390	Pri	cing
27	Strawberry Banana Rama Yogurt	Dannon	73558/524822		48/4 OZ	1300		neet
28	WG Super Star Corn Muffin IW	Daves	260		90/2.55OZ	350	SI	ieet
29	WG Banana Bread Square IW	Daves	350		28/3.6OZ	1740		
30	WG Choc Chip Mini Muffin IW	Daves	WG385		90/1.9oz	550		
31	WG Choc Chip Muffin IW	Daves	WG825		60/3.15OZ	1900		
32	WG Double Chocolate Muffin IW	Daves	WG845		60/3.15 OZ	1900		
33	WG Blueberry Muffin IW	Daves	WG829		60/3.15OZ	1300		
34	WG Crumb Square IW	Daves	325		45/2.2OZ	300		
35	WG Twin Bar IW	Daves	WG1001		72/2.65OZ	900		
36	Muffin Mini Banana IW	Daves	WG381		90/1.9oz	240		
37	Pineapple Tidbits	Del Monte	2001692/381946		6/106 oz	240		
38	Salsa Molcajete Roja	Del Real	504-5		3/4LB	100		
39	Tamale Chili and Cheese	Del Real	766		48/5oz	170		
40	Salsa Molcajete Verde	Del Real	503-5		3/4lb	100		
41	Tamale Chicken Green	Del Real	783		48/6oz	125		
42	Sliced Jalapenos	Del Sol	DS00115		6/#10	130		
43	Strawberries Sliced Frozen	Dole	17930		2/5LB	100		
44	Corn Dog Jumbo Chicken WG IW	Don Lee Farms	CN34072WWG		72/4oz	2350		
45	Pancake Mini Maple WG IW	Eggo	38000-92562		72/3.03oz	2000		
46	6" All Natural BF Franks 8/1	Eisenberg	35596-0119		2/5LB	600		
47	Beef Frank 6" with Bun IW	Eisenberg	35596-0620		72/4oz	200		
48	6" 6/1 Hot Dog All Beef	Farmland	70247811578		10 lb	250		
49	6" 8/1 Hot Dog All Beef	Farmland	70247810960		10 lb	650		
50	WG Choc Chip Cookie IW	Fat Cat Scones	WGCCC140-1SW		140/1.3OZ	220		

## Category No. 2 – Commercial

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	"Or Equal" Brand & ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
51	WG Celebration Cookie	Fat Cat Scones	WGCELC140-1SW		140/1.75oz	200		
52	Mustard Packets	Four in One	M283		500/5.5GM	135		
53	Cube Seasoned Croutons IW	Fresh Gourmet	74470		250/.25OZ	100		
54	Soybean Edamame	Fresh Produce	139152		50/3oz	2350		
55	25% Less Sugar Cocoa Puffs Bowlpak	General Mills	31888		96/1.06OZ	3100		
56	25% Less Sugar Trix Bowlpak	General Mills	31922		96/1OZ	1000		
57	25% Less Sugar Cups Cinn Toast Crunch	General Mills	14886		60/2OZ	2800		
58	Cheerios Bowlpak	General Mills	32262		96/1 OZ	275		
59	Fruity Cheerios Bowlpak	General Mills	31916		96/1.06OZ	100		
60	Honey Nut Cheerios Cereal Cup	General Mills	14882		60/2OZ	2800		
61	Red Sug Cinnamon Toast Crunch	General Mills	29444		96/1 OZ	1190		
62	Rice Chex Bowlpak	General Mills	31921		96/1 OZ	310		
63	Lucky Charms Cereal Cups	General Mills	148846		60/2OZ	300		
64	51% WG Artisan Roll IW	Gold Star Foods	112963342		144/2OZ	2575		
65	Mustard Packets	Heinz	406649		500/1/5OZ	100		
66	Ranch Dressing Packet	Heinz	1300053310		200/12GM	200		
67	Sriracha Hot Chili Sauce	Huy Fong	CHILI100		500/9GM	100		
68	Patties Burgers Plants Made	Impossible Burger	60-00011/693766		40/.25lb	100	Bido	dor
69	Benefit Brkfst Bar Ban/Choc IW	J & J Snack Foods	40402		48/2.5OZ	1450		
70	Benefit Brkfst Bar Oat/Choc IW	J & J Snack Foods	40401		48/2.5OZ	4750	mu	St
71	Benefit WG Bar Otml Chchip	J & J Snack Foods	40454		96/1.25OZ	340	digital	lv fill
72	Benefit Bar French Toast	J & J Snack Foods	40404		48/2.5oz	400	_	•
73	Crackers Jungle	J & J Snack Foods	39085		200/1oz	250	out	
74	Pretzel Rod Soft WG Pre-Baked	J & J Snack Foods			180/10Z	1200	submi	it the
75	Frosted Mini Wheats Cereal		405981 38000-04996		96CT	300	exc	ام
76		Kelloggs	38000-04990		72/3.52OZ	900		
77	WG Cinn Don Tort Froted IW	Kelloggs					Pric	ıng
	WG Cinn Pop Tart Frstd	Kelloggs	38000-55122		120/1.76OZ	1000	She	et
78	WG Strawberry Poptart Fretd IV	Kelloggs	38000-55130		120/1.76OZ	1200		
79	WG Strawberry Poptart Frstd IW	Kelloggs	38000-55133		72/3.53OZ	1200		
80	Scooby Doo Graham Stix IW	Kelloggs	30100-50689		210/10Z	1370		
81	WG Cheez-It Cracker IW	Kelloggs	24100-79263		175/.75OZ	2020		
82	Homestyle Ranch Dressing	Kens Foods	777		4/1GL	100		
83	Creamy Ranch	Kraft	2.10006E+11		200/0.43OZ	1300		
84	Chow Mein Crunchy Noodle	La Choy	44300-12620		6/24OZ	140		
85	Tortilla Chips IW	La Vencedora	ELR2-150		150/2OZ	900		
86	Salsa Picante Mild	La Victoria	07808		4/1GAL	100		
87	Lite Soy Sauce Packets	Lee Kum Kee	SOYSU306		500/5GR	200		
88	WG White Bagels IW	Lenders	7680000075		72/2OZ	500		
89	WG Honey Lemon Loaf IW	Lupitas	1500		96/2.25OZ	400		
90	Pancake Syrup Cup	Madeira Farms	7.16037E+12		100/1.5OZ	350		
91	Honey Graham Toasters Bowl	Malt O Meal	04515		96/1OZ	300		
92	Honey Scooters Bowl	Malt O Meal	27597		96/1OZ	300		
93	WG Cinnamon Toasters LG Bowl	Malt O Meal	13820		48/2OZ	200		
94	WG Cinnamon Twisters Bowl	Malt O Meal	03915		96/1OZ	100		
95	WG Honey Scooters LG Bowl	Malt O Meal	08676		48/2OZ	100		
96	Alpha Bits	Malt O Meal	27176		96/1OZ	125		
97	Frosted Shredded Wheat	Malt O Meal	27149		48/2OZ	100		
98	Creamy Caesar Dressing IW	Marzetti	82000		60/1.5OZ	800		
99	Ranch Dressing Cups	Marzetti	83984		120/1OZ	800		
100	Sesame Oriental Dressing IW	Marzetti	81290		60/1.5OZ	400		

## Category No. 2 - Commercial

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	"Or Equal" Brand & ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
101	WG Crouton	Marzetti	85360		2.5LB	1000		
102	Chix Double Dog IW	Michael B's Bestway	DD400		60/4OZ	1400		
103	Jumbo Pretzel Dog Beef IW	Michael B's Bestway	PDB566		60/5.66oz	350		
104	WG 100% Veg Fried Rice	Minh	69074		6/5# BAGS	1100		
105	All Sport Bites WG Chocolate	MJM	512150		150/1OZ	300		
106	All Sport Bites WG Vanilla	MJM	514150		150/1OZ	350		
107	Grahams Chocolate Bear WG IW	MJM	402001		300/1oz	600		
108	Savory Wheat Crackers	MJM	781100		100/2OZ	1800		
109	WG Honey Grahams/WFiber IW	MJM	300151		150/1OZ	800		
110	Edamame Frzn Shelled 1/24#	Monarch	F997		1/24#	300		
111	Veggie Chik'n Nuggets	Morningstar	381631/97762		212/3oz	2900		
112	Hummus Classic	National Food Group	A5000		120/3oz	100		
113	Granola Oats & Honey Cereal	Nature Valley	16000-27111-8		4/50 OZ	1040		
114	Mandarin Oranges	Northeast/Lolita	7.67301E+11		6/#10	1385		
115	Craisins Dried Cran-Straw	Ocean Spray	23445		200/1.16oz	1200		
116	Craisins Dried Cran-Cherry	Ocean Spray	23444		200/1.16oz	800	ъ.	
117	Fortune Cookie	Peking Noodle	7050KIDS		7 lbs	200	BIG	dder
118	WG Cheddar Goldfish Crackers	Pepperidge Farm	18105/484764		300/.75OZ	1420	m	ust
119	Italian Cheese Pull Aparts	Pillsbury	12317		72/3.88oz	1900		
120	Southwest Pull Aparts	Pillsbury	12316		72/3.88oz	200	_	ally fill
121	Mini Cinnis WG IW	Pillsbury	33686		72/2.29oz	1550	OL	ıt &
122	Frudel Apple IW	Pillsbury	127852		72/2.29oz	500	subn	nit the
123	Ranch Packets	Portion Pak	7.16037E+12		200/12gm	300		
124	Mayonnaise Packet	Portion Pak	7.16037E+12		200/9GM	580		cel
125	Taco Sauce Packets IW	Portion Pak	7.16037E+12		200/9gm	250	Pri	cing
126	Parboiled Long Grain Rice	Producers Rice	R1YP259Z0		25LB	300	Sheet	
127	WG Parboiled Rice Brown	Producers Rice	R2PX25QCO/575032		25LB	675	0	001
128	Croutons Italian Pea Protein	Rivalz	FG-IH108125		8/1.25LB	100		
129	6" Flour Tortillas 2CT	Romeros	206022UG		144/2CT	400		
130	Ciabatta Roll Sliced	Shannons	SB-480		144/2OZ	180		
131	51% WW Breakfast Bun IW	Sky Blue Foods	WWB5160		60/2.6OZ	1500		
132	WG Tortilla Chips Ylw Round IW	Snak King	261194		60/2oz	1200		
133	Breaded Pollock Squares	Spirited Foods	SF03011		10lb	150		
134	Raisins	SunMaid	2020		144/1.33 oz	1350		
135	WW Banana Bread Slice	Super Bakery	7501		75/3.4OZ	200		
136	Donut Mini Powdered WG IW	Super Bakery	7787		72/3.3oz	400		
137	LS Tajin Season Packets	Tajin	28805		1000/.035	625		
138	Hot Sauce Packets	Tapatio	7788500193		500/7GR	400		
139	Black Beans	Teasdale	TEA-ABD-0610		6/#10	185		
140	Vegetarian Beans	Teasdale	TEA-NM-0610		6/#10	200		
141	WG White Wheat Bagel IW	Tony Roberts	19322		72/3OZ	2630		
142	WG White Wheat Bagel Bulk	Tony Roberts	19231		72/2.24 OZ	800		
143	Dried Apple Crisps Strawberry	Tree Top	5260		125/.34oz	600		
144	Dried Apple Crisps	Tree Top	5261		125/.34oz	2200		
145	Wings of Fire	Tyson	1005255-0928		2/5LB	600		

## Category No. 2 - Commercial

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	"Or Equal" Brand & ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
146	Pancake Trky Saus On A Stick	Tyson/JimmyDean	10000070613/607808		40/2.51OZ	1075	Ridde	er must
147	Non Fat Peach Yogurt	Upstate Farms	387632/112923		48/4OZ	500	digitally fill out	
148	Non Fat Strawberry Yogurt	Upstate Farms	387629/112893		48/4OZ	1200	•	
149	4 Berry Blend IQF	Wawona	4453		2/5LB	400	& submit the	
150	Spectrum Blend Fruit	Wawona	2125		2/5LB	250		Pricing
151	Chow Mein Noodle	Yangs	8-52724-00301-6		14 LB	600	Sn	eet

# Category No. 3 – Snack

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	"Or Equal" Brand & ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
1	WG Oven Baked Crunchy Flamin	Cheetos	62984		104/.875OZ	700		
2	WG Oven Baked Crunchy	Cheetos	62933		104/.875OZ	325		
3	RF Flamas Tortilla Chips	Doritos	62829		72/1OZ	400		
4	WG RF Spicy Sweet Chili Chips	Doritos	49093		72/1OZ	250		
5	WG Reduced Fat Cool Ranch	Doritos	36096		72/1OZ	2050		
6	WG Reduced Fat Nacho Cheese	Doritos	31748		72/1OZ	2200		
7	WG Onion Baked Snack	Funyuns	66689		104/.75	200		
8	Baked BBQ	Lays	32078		60/.875OZ	100	Ric	lder
9	KETTLE Salt & Vinegar	Lays	25113		64/1.375OZ	250		
10	KETTLE Classic	Lays	25115		64/1.375OZ	450	m	ust
11	KETTLE Jalapeno	Lays	25111		64/1.375OZ	350	diaita	ally fill
12	KETTLE Applewood Smoked BBQ	Lays	9598		64/1.375oz	250	_	it &
13	Baked Sour Cream & Onion	Lays	33627		60/.875OZ	350		
14	BBQ Chips	Pop Chips	72200		24/0.8OZ	2500	subn	nit the
15	Sour Cream & Onion Potato	Pop Chips	77700		24/0.8OZ	1200	ex	cel
16	Oven Baked Cheddar Sour Cream	Ruffles	56882		60/.8OZ	275	_	
17	Assorted Fruit Snacks	Motts	47954		144/1.6OZ	350		cing
18	FS Mixed Fruit	Welchs	14498		144/1.55OZ	100	Sh	eet
19	HNY RST Sunflower Kernels IW	Sunopta	1231780		150/1.2OZ	875		
20	RST SLTD Sunflower Kernels IW	Sunopta	1105050		150/1.2OZ	450		
21	Kettlecorn Popcorn	Indiana	8435710084		48/1OZ	250		
22	White Cheddar Puff	Pirate Booty	6001500-PB		72/.75OZ	1000		
23	ZBAR Organic Choc Brownie	ClifBar	191803		18/1.27OZ	200		
24	ZBAR Organic Choc Chip	ClifBar	191804		18/1.27OZ	150		
25	WG Mini Chocolate Chip Cookies	Grandmas Cookies	66154		80/1.22OZ	400		
26	WG Rice Krispies Treat IW	Kelloggs	38000-11052		80/1.41OZ	300		
27	WG Choc Chip Rice Krispies Treat IW	Kelloggs	38000-14567		80/1.41OZ	150		
28	Munchie Kid's	Quaker	36308		104/.875OZ	480		

## Category No. 4 – Beverage

Item No.	Item Description	Manufacturer /Brand	Manufacturer ID	"Or Equal" Brand & ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
1	Juice 100% Apple	Apple & Eve	84526TPF		36/6.75 OZ	2600		
2	Juice 100% Orange Tangerine	Apple & Eve	84523TPF		36/6.75 OZ	2600	1	
3	Juice 100% Very Berry	Apple & Eve	84527TPF		36/6.75 OZ	4400		
4	Juice 100% Apple	Apple & Eve	86000TPF		36/4.23 OZ	100		
5	Juice 100% Orange Tangerine	Apple & Eve	86003TPF		36/4.23 OZ	100		
6	Juice 100% Fruit Punch	Apple & Eve	86001TPF		36/4.23 OZ	100		
7	100% Power Punch Juice Plus	Apple & Eve	84527TPF		40/4.23OZ	400		
8	G2 Glacier Freeze	Gatorade	12006		24/12OZ	800		
9	G2 Fruit Punch	Gatorade	12202		24/12OZ	525		
10	G2 Grape	Gatorade	12203		24/12OZ	100		
11	Gatorade G Zero Variety	Gatorade	980124540		24/20OZ	600	]	
12	Blackberry Water	Hint Essence	21987		12/16OZ	100		
13	Watermelon Water	Hint Essence	37586		12/16OZ	100		
14	Peach Water	Hint Essence	00106		12/16OZ	100		
15	Kiwi Strawberry Water	Hint Essence	21989		12/16OZ	100	Bidd	er must
16	Sparkling Apple Juice	Izze	1507		24/8.4OZ	800		
17	Sparkling Clementine Juice	Izze	1505		24/8.4OZ	600	digita	ally fill
18	Sparkling Blackberry Juice	Izze	1502		24/8.4OZ	600	out &	submit
19	Sparkling Pomegranate Juice	Izze	1508		24/8.4OZ	300		
20	Sparkling Peach	Izze	1052		24/8.4oz	300		excel
21	Fat Free Cholocate Milk	Gossner	950010		27/8OZ	100	Pricing	g Sheet
22	1% White Milk	Gossner	947130		27/8OZ	100	]	
23	Water Sparkling Variety Pack	La Croix	980015918		24/12OZ	100		
24	Mighty Mango	Naked Juice	63072		8/10OZ	1200		
25	Strawberry Banana	Naked Juice	63071		8/10OZ	1400		
26	Berry Blast	Naked Juice	63117		8/10OZ	500		
27	Blue Machine	Naked Juice	01037		8/10OZ	120		
28	Green Machine	Naked Juice	63076		8/10OZ	120		
29	Variety Pack	Propel	50035		24/16.9OZ	575		
30	Lemon Lime	Propel	167		24/16.9OZ	100		
31	Berry	Propel	169		24/16.9OZ	100		
32	Kiwi Strawberry	Propel	171		24/16.9OZ	100		
33	Bottle Purified Water	Pure Life	6827493471		24/16.9OZ	7525		
34	Bottle Purified Water	Pure Life	6827432228		48/8OZ	1600		
35	Wtrmln Strwbry Sparkling Juice	Switch	7C2480WS		24/8OZ	600		
36	Fruit Punch	Switch	7C2480FP		24/8OZ	700		
37	ORGN Tngrn Sparkling Juice	Switch	7C2480OT		24/8OZ	500		
38	Kiwi Berry	Switch	7C2480KB		24/8OZ	700		
39	Black Cherry	Switch	7C2480BC		24/8OZ	300		
40	Water Sparkling Variety Pack	La Croix	980015918		24/12OZ	100		

## Category No. 5 - Boxed Water

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	"Or Equal" Brand & ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
1	Boxed Water	Boxed Water	00417		24/250ML	750		
2	Boxed Water	Boxed Water	00410		24/500ML	2000		ust digitally
3	Boxed Water	Boxed Water	Lemon, Grapefruit, Cucumber, Blackberry		24/500ML	2000		submit the cing Sheet