



# IRVINE UNIFIED SCHOOL DISTRICT

**Bid No. 20/21-01NS**  
**South Orange County Purchasing Group –**  
**Processed Commodity, Commercial, Snack &**  
**Beverage Products**

**Bid Deadline/Opening: June 8, 2020 at 9:00 am**

Contact: Maria Ragas  
Irvine Unified School District  
5050 Barranca Parkway, Irvine, CA 92604  
949-936-5212  
Email: [MariaRagas@iusd.org](mailto:MariaRagas@iusd.org)

**Required Documents**

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

**Bid Documents 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

**Other 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. 20/21-01NS, 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. 20/21-01NS, 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 conference call 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 the time of award through June 30, 2021, 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 District.

**NOTICE CALLING FOR BIDS**

DISTRICT: **IRVINE UNIFIED SCHOOL DISTRICT**

BID DEADLINE: **June 8, 2020 at 9:00 am**

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. 20/21-01NS, South Orange County Purchasing Group - Processed Commodity, Commercial, Snack & Beverage Products.**

Bid Documents will be made available on May 18, 2020 as a download at <https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps>. **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 Conference Call.** A mandatory pre-bid conference call 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.

Date: May 27, 2020  
Time: 8:15 am  
Phone No.: 605-313-5629, Access Code: 723018

Any questions regarding bid documents must be received via e-mail to the attention of Maria Ragas at [MariaRagas@iusd.org](mailto:MariaRagas@iusd.org) by 11:00 am on May 29, 2020.

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; May 18 & 25, 2020

## CALENDAR OF EVENTS

Event	Details	Date
<b>Bid Advertised</b>	OC Register	May 18, 2020 May 25, 2020
<b>Bid Posted</b>	IUSD Website	May 18, 2020
<b>Mandatory Pre-Bid Conference Call</b>	<b>Irvine Unified School District Phone No.: 605-313-5629 Access Code: 723018</b>	May 27, 2020 at 8:15am
<b>Last Day to Submit RFIs/Questions</b>	<a href="mailto:MariaRagas@iusd.org">MariaRagas@iusd.org</a>	May 29, 2020 at 11:00 am
<b>Response to Questions/RFIs Posted</b>	IUSD Website	On or before June 2, 2020
<b>Bid Deadline</b>	<b>Irvine Unified School District Attn. Maria Ragas 5050 Barranca Parkway Irvine, CA 92604</b>	June 8, 2020 at 9:00 am
<b>*Board of Education Action</b>	Award of Contract	June 23, 2020

\*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. Preparation of Bid Form. 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. Signature. 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. Modifications. 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. Erasures, Inconsistent or Illegible Bids. 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.

9. Interpretation of Bid Documents. 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 [MariaRagas@iusd.org](mailto:MariaRagas@iusd.org) by **May 29, 2020 at 11:00 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. Bidders Interested in More Than One Bid. 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 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.

13. 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. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth 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. Anti-Discrimination. 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. Hold Harmless/Indemnification and Insurance. The successful bidder awarded the contract will be required to defend, indemnify and hold harmless the District, the Governing Board, officers, agents, and employees and provide the required insurance as set forth in the Agreement.

17. Manufacturer and Manufacturer ID. 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. Substitutions. 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. The Districts will not accept brand or item substitutions. In preparation for this bid, Districts conducted extensive taste tests in all categories to choose the products that will best meet the needs of the Districts.

19. Deviations from Bid Terms and Conditions. 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.

20. Delivery of Damaged/Unacceptable Products. 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.

21. Sales Tax. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District.

22. Delivery. 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.

23. Drug-Free Workplace Certification. 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.

24. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Noncollusion Declaration.

25. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site and shall submit the completed Tobacco Use Policy.

26. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the Criminal Records Check Certification.

27. Piggyback Clause. Other public agencies in the State of California may procure identical items off this bid under the same terms and conditions pursuant to sections 20118 and 20652 of the Public Contract Code. Public agencies in the State of California shall process their purchase orders and warrants directly to the successful bidder upon agreement between said agency and the successful bidder. Bidder is requested to indicate on the Bid Form if the bidder will permit other public agencies to use the resulting contract. **Note: delivery services are not piggybackable.**

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 posting of the Intent to Award. 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. References. 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. Public Information. 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. Debarment, Suspension, and Other Responsibility Matters. 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. 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.

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

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE:** (\_\_\_\_) \_\_\_\_\_ **FAX:** (\_\_\_\_) \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**BID FORM AND REQUIRED DOCUMENTS ATTACHED HERETO**

FOR

**BID NO. 20/21-01NS,**

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

FOR

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

**BID FORM**

**Bidder Name:** \_\_\_\_\_

**To: Irvine Unified School District, Newport-Mesa Unified School District, Tustin Unified School District, and Saddleback Valley Unified School District, acting by and through their Governing Boards herein, called the “Districts.”**

1. The undersigned bidder, having become familiarized with all the following 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. 20/21-01NS, 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, 2020 through June 30, 2021. 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.**

16. Pursuant to Public Contract Code Sections 20118 and 20652, other public agencies in the State of California may procure identical items off this bid under the same terms and conditions. Public agencies shall process their purchase orders and warrants directly to the successful bidder upon agreement between said agency and the successful bidder. Acceptance or rejection of this clause will not affect the outcome of this bid. *Note: delivery services are not piggyback-able.*

**OPTION GRANTED:** \_\_\_\_\_

**OPTION NOT GRANTED:** \_\_\_\_\_

17. List of References. Please provide references of school districts and/or any public agencies that bidder has contracted with to provide processed commodity, commercial, snack & beverage products as required under Section 29, Information for Bidders.

1. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_

\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Description of Product: \_\_\_\_\_

2. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_

\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Description of Product: \_\_\_\_\_

3. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_

\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Description of Product: \_\_\_\_\_

4. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_

\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Description of Product: \_\_\_\_\_

5. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_

\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
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.**

**Individual** Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

\*\*\*\*\*

**Partnership** Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Other Partner(s): \_\_\_\_\_

\*\*\*\*\*

**Corporation** Name: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)  
Business Address: \_\_\_\_\_  
Telephone \_\_\_\_\_  
Signed by: \_\_\_\_\_, President Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_, President Date: \_\_\_\_\_  
Signed by: \_\_\_\_\_, Secretary Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Secretary Date: \_\_\_\_\_

\*\*\*\*\*

<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.

**Joint Venturer** Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

\*\*\*\*\*

**Other Parties to Joint Venturer** *If an individual* Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Doing Business as: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

*If a Partnership* Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

*If a Corporation* Name: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**NONCOLLUSION DECLARATION TO BE EXECUTED BY**  
**BIDDER AND SUBMITTED WITH BID**  
(Public Contract Cod Section 7106)

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

The \_\_\_\_\_  
Firm name/principal

certified 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.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT \_\_\_\_\_  
Firm name/principal

**CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.**

\_\_\_\_\_  
Signature and Title of Authorized Official

**CERTIFICATE OF  
RESTRICTIONS ON LOBBYING**

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 or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

This certification is a material representation of fact upon which reliance is placed when this transaction as made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)



**SAMPLE AGREEMENT**

THIS AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to as “DISTRICT”), and \_\_\_\_\_, (hereinafter referred 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. 20/21-01NS, 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, 2020 through June 30, 2021. 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 hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

12. The failure of the 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.

16. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are 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.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SAMPLE**

**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

SAMPLE

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

Executed at \_\_\_\_\_, California on \_\_\_\_\_.  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**W-9 FORM**

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

## 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 the time of award through June 30, 2021, 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 is 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 18 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. The Districts will not accept brand or item substitutions.

### General Conditions

1. Each District reserves the right to add or delete locations at its discretion at any time throughout the term of this bid.
2. **NO MAXIMUM OR MINIMUM QUANTITIES:** Quantities shown in the Bid Form are estimates only 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.***
3. **PRICING:** The quoted prices shall 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.

4. ADDITIONAL ITEMS: 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 the percentage markup quoted. The Districts request that bidders list a percentage mark-up as designated in each category in the Pricing Sheet. Upon request, the successful bidder will provide evidence and documentation of cost (at invoice price). The price of such items shall be at the percentage markup quoted and remain the same for all products during the term of the contract and shall be subject to the terms and conditions of this Agreement.

PRICE ADJUSTMENTS: The District must be notified of any changes in Manufacturer's List Pricing over the Agreement period within ten (10) days. In the event of a price decline, such lower prices are to be immediately extended to District. In addition, within 24 hours of any price decrease, the District shall be notified in writing of such changes and pending orders shall reflect the newer price.

5. DISCONTINUED AWARDED LINE ITEMS: 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 and line item number 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 when requesting consideration of a substitution as an equal.
6. GOVERNING LAW: The laws of the State of California and the County of Orange shall govern all aspects of the bid.
7. NO ASSIGNMENT: 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. HAZARDOUS MATERIALS/SUBSTANCES: 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. FORCE MAJEURE CLAUSE: 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, 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.

10. NO WAIVER: 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.
11. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or not correctly inserted, then upon application of either party the agreement shall forthwith be physically amended to make such insertion or correction.
12. SEVERABILITY: 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.
13. DEFAULT: 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.
14. DRIVING ON PREMISES: 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 40 schools and serves 36,000 students. IUSD is comprised of twenty-four (24) elementary sites, four (4) K-8 sites, six (6) middle schools, and six (6) high schools.

### Delivery Sites and Times:

<b>Twice a week delivery between 6:00 am - 12:00 pm:</b>	
IUSD Central Kitchen	3387 Barranca Pkwy Irvine, CA 92606

<b>Once a week delivery between 6:00 am - 12:00pm:</b>	
Jeffrey Trail Middle School	155 Visions Irvine, CA 92620
Lakeside Middle School	3 Lemongrass Irvine, CA 92604
Rancho San Joaquin Middle School	4861 Michelson Dr. 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
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

## Newport-Mesa Unified School District

Newport-Mesa Unified School District is a public preschool through high school District serving 21,000 students at 32 schools in the cities of Costa Mesa, Newport Beach and Corona del Mar.

### Delivery Sites and Times:

<b>Twice a week delivery between 6:00 am - 11:00 am:</b>	
Nutrition Services Warehouse	2985 Bear Street Bldg. B Costa Mesa 92626

<b>Once a week delivery between 6:00 am - 11:00 am:</b>	
Corona del Mar High School	2101 Eastbluff Drive Newport Beach 92660
Costa Mesa High School	2650 Fairview Road Costa Mesa 92626
Estancia High School	2323 Placentia Avenue Costa Mesa 92627
Newport Harbor High School	600 Irvine Avenue Newport Beach 92663
Ensign Intermediate School	2000 Cliff Drive Newport Beach 92663
TeWinkle Middle School	3224 California Avenue Costa Mesa 92626

**Saddleback Valley Unified School District**

Saddleback Valley Unified School District (SVUSD) serves 26,500 students and is comprised of 34 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.

<b>Bi-weekly delivery between 5:00 am - 10:00 am:</b>	
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:

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

<b>Once a week delivery between 6:00 am - 11:00 am:</b>	
Columbus Tustin Middle School	17952 Beneta Way Tustin, CA 92780
Hewes Middle School	13232 Hewes Ave Santa Ana CA 92705
Orchard Hills School	11555 Culver Drive Irvine, CA 92602
Sycamore Magnet Academy	1402 Sycamore Ave Tustin, CA 92780
UTT Middle School	13601 Browning Ave Tustin, CA 92780
Beckman High School	3588 Bryan Ave Irvine, CA 92602
Foothill High School	19251 Dodge Ave Santa Ana, CA 92705
Tustin High School	1171 El Camino Real Tustin, CA 92780
Tustin USD Warehouse	1302 Service Road Tustin, CA 92780

## APPENDIX C

### Pricing Sheet

The Pricing Sheet is attached hereto but should NOT be filled out; bidder **must** 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	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
1	VEGETARIAN REFRIED BEANS	Santiago	54914	6/27OZ	720		
2	THREE BEAN VEGETABLE CHILI	JTM	5383	6/5LB	250		
3	ALL AMERICAN BURGER IW	Integrated	C47007	50/4.25OZ	500		
4	CLASSIC BURGER IW	Don Lee Farms	QHB425	75/4.25OZ	900		
5	SMOKEY GRILLED BEEF PATTY	Advance Pierre	9617	100/3OZ	2900		
6	BEEF PATTY	Advance Pierre	3771	135/2.45OZ	200		
7	CHEESEBURGER SLIDERS	Integrated	C47220	75/4.35OZ	1700		
8	CLASSIC CHEESEBURGER IW	Don Lee Farms	QCB475	75/4.2OZ	400		
9	BF TERIYAKI SLAM DUNKERS	Don Lee Farms	CNQTD0753	160/3OZ	520		
10	BEEF TACO STICK IW	Integrated	C45019	50/4.6OZ	1000		
11	BEEF PHILLY STEAK	JTM	CP5813	6/5LB	100		
12	HONEY BBQ GRLD BF RIBBQ	Advance Pierre	3716	100/3.25OZ	100		
13	MEATLOAF CHS KETCHUP FC	Advance Pierre	69190	100/2.9OZ	105		
14	BF SAUS ON WG BISCUIT IW	Advance Pierre	10577	100/3.1OZ	115		
15	BEEF SAUSAGE PATTY	Advance Pierre	10000009685	250/1.2OZ	1450		
16	RF BEEF TACO FILLING Allergen Free	JTM	CP5249	6/5LB	500		
17	WG DOUBLE CHOC CHIP MUFFIN IW	Buena Vista	60941	100/3.5OZ	120		
18	EGG CHS TKY SAU WRAP IW	Los Cabos	97892	72/ 3.6OZ	375		
19	WG ULTRA BEAN & CHS BURRITO WG IW	Los Cabos	71571	80/ 5.5OZ	175		
20	WG BEAN & CHEESE BURRITO BULK	Los Cabos	64341	72/3.95OZ	100		
21	WG BEAN & CHEESE BURRITO IW	Los Cabos	97576	96/5.2OZ	904		
22	WG XTREME BEAN&CHS BURRITO TRAD IW	Los Cabos	71662	96/5.2OZ	320		
23	MUCHO QUESAO JALP CHEESE CUP	Land O Lakes	39912	140/3OZ	100		
24	ALFREDO SAUCE RF	JTM	5722	6/5LB	100		
25	WG CHEESE ENCHILADAS	Fernandos	5280	112/2.35OZ	215		
26	WG RF GRILLED CHEESE IW	Integrated	C108000	72/4.19OZ	275		
27	CIABATA CHEESE MELT IW	Eastside Entrees	16944	96/3.9OZ	200		
28	WG ROTINI W/ MEAT SAUCE	JTM	CP5591	6/5LB	100		
29	WG CHEESE LASAGNA ROLL UP	Tasty Brands	00801WG	110/4.30OZ	110		
30	WG JUMBO CHEESE RAVIOLI	Tasty Brands	00804WG	324/1.26OZ	195		
31	MACARONI & CHEESE RF	Rose & Shore	850-TRAY	45/8OZ	555		
32	MAC & CHEESE W/ WG	Land O Lakes	43292	6/5LB	775		
33	ALFREDO WG PENNE PASTA	JTM	5764	6/5LB	600		
34	WG 6" GARLIC CHEESE TOAST IW	Tony Roberts	66257	60/4.5OZ	360		
35	7" WG PEPP MOZZ STFFD PZZ	Boscoss	702372-1120	72CT	3375		
36	PRIMO 16" WG PAR BKED 4 CHEESE	Big Daddy's	68591	9/41.5OZ	1300		
37	WG TRKY PEPPRNI CHS CALZONE IW	Buena Vista	50721	80/5.5OZ	250		
38	4x6 SMART WG CHEESE 100%	Tony's	78697	96/4.5OZ	1400		
39	51% WG 4"RND GALAXY CHS PZA IW	Tony's	78366	72/4.56OZ	555		
40	6 WG RF MOZZ CHS STICK	Boscoss	7020111120	144CT	110		
41	MAX STIX WG 100% MOZZ IW	The Max	77387-12600	84/2CT	380		
42	CHEESE STUFFED STICKS	Schwan's Beacon Street	73338	200/2.1OZ	590		
43	PEPP STUFFD SNDWICH	Schwan's Beacon Street	78376	48/4.46OZ	950		
44	MINI CHEESE CALZONE	Tools for Schools	8074B	144/1.67OZ	1200		
45	WG WEDGE PIZZA CHS PIZZA IW	Wild Mikes	90501	90/5.49OZ	350		
46	WW PIZZA CHEESE CRUNCHER	Richs	65225	8/3.125LB	150		
47	TWICE GRILLED CHS QUES IW	Integrated	C362000	100/4.11OZ	100		
48	BEAN & CHEESE CHALUPIA IW	Integrated	C827051	72/3.82OZ	150		
49	SHRED MILD CHEDDAR CHSE	Land O Lakes	41749	4/5LB PCH	1135		
50	SHRED MOZZARELLA CHEESE	Land O Lakes	41698	4/5LB PCH	215		

**Bidder  
must  
digitally fill  
out &  
submit the  
excel  
Pricing  
Sheet**

**Category No. 1 – Processed Commodity**

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
51	SL AMERICAN CHEESE	Land O Lakes	46255	6/5LB PCH	680		
52	RF MILD CHEDDAR CHEESE SLICES	Land O Lakes	44224	8/1.5LB	100		
53	RF SWISS CHEESE SLICES	Land O Lakes	44261	8/1.5LB	195		
54	STRING CHEESE	Land O Lakes	59701	168/10Z	2755		
55	BEAN CHILI CHEESE TAMALES IN HUSK	Michael B's Bestway	TBC11	72/5.5OZ	100		
56	GLUTEN FREE TERIYAKI CHICKEN	Yangs	8-52724-15559-3	6/5LB	330		
57	WG MANDARIN ORANGE CHICKEN	Yangs	8-52724-15552-4	6/5LB	371		
58	POPCORN ORANGE CHICKEN	Yangs	8-52724-00072-5	14.5LB	650		
59	CHICKEN RICE CHS BURRITO IW	Michael B's Bestway	CRHB75	80/5075OZ	140		
60	BUFFALO CHICKEN DRUMSTICK FC DARK	Tyson	10004130928	30LB	280		
61	DK WG BREAD TRAD DRUMSTICKS	Tyson	16660100928	108/4.4OZ	740		
62	DK CHICKEN MEATBALL	Tyson	10197770328	2/5LB	525		
63	H&S WG CHICKEN BREAST CHUNKS	Tyson	10703720928	6/ 5 LB	140		
64	WG BRD CRISPY NUGGETS	Tyson	10703640928	32.81LB	935		
65	WG CRISPY CHICKEN CHUNK	Tyson	10703620928	30LB	1500		
66	WG BRD CRISPY PATTIES	Tyson	10703040928	148/3.54OZ	475		
67	WG BRD SPICY CHICKEN PATTIES	Tyson	10703140928	148/3.53OZ	410		
68	WG CRISPY CHICKEN BREAST FILLET	Tyson	10703000928	120/4OZ	150		
69	WG HOT&SPICY BRD CHICKEN PATTIES	Tyson	10055670928	148/3.26OZ	800		
70	WG POPCORN CHICKEN	Tyson	10703680928	32.79LB	585		
71	1/2" LS PULLED 65/35 CHICKEN	Tyson	10460210928	2/5LB	1350		
72	CHICKEN FAJITA	Tyson	10035220928	8/4.99 LB	215		
73	CHICKEN & CHEESE TAMALES IN FOIL	Michael B's Bestway	TAC32F	72/505OZ	125		
74	WG BRD SPICY TENDERS	Tyson	10703440928	31.86LB	100		
75	WG CRISPY TENDERS	Tyson	10703340928	4/7.965 LB	1200		
76	WG GLAZED CINN FRENCH TOAST IW	Sunny Fresh	40091	110/2.9OZ	275		
77	GRILLED EGG PATTIES	Sunny Fresh	40710	369/1.25OZ	205		
78	PRE COOKED SCRAMBLED EGGS	Sunny Fresh	40927	4/5LB	240		
79	WG GLAZED CINN FRENCH TOAST	Sunny Fresh	40090	130/2.9OZ	250		
80	HARD COOKED EGGS PILLOW PACK	Sunny Fresh	51039	12/6CT	100		
81	COLBY CHEESE OMELET PRE COOKED	Sunny Fresh	40176	225/2.1OZ	102		
82	WG COFFEE CAKE IW	Buena Vista	90040	72/4OZ	600		
83	LITE RANCH NO MSG	Garden Banner	GB2180	4/1GAL	175		
84	WG SWEET POT CHOCCHIP MUFF TOP	Buena Vista	63218	120/2.5oz	100		
85	FLAT BREAD FIRED 6x6 WG	Richs	14010	192/2 OZ	175		
86	WG PB & GRAPE UNCRUSTABLE	Smuckers	5150006960	72/2.6OZ	295		
87	WG PB & STRAW UNCRUSTABLE	Smuckers	5150006961	72/2.6OZ	220		
88	WG PB& GRAPE UNCRUSTABLE LRG	Smuckers	5150021027	72/5.3OZ	275		
89	WG PB& STRAW UNCRUSTABLE LRG	Smuckers	5150021028	72/5.3OZ	185		
90	BACON & CHS EGG STRAVAGANZA	Sunny Fresh	40928	4/5LB	315		
91	CRISPY BAKEABLE CRINKLE CUT	McCain	1000007470	6/5LB	1875		
92	SEASONED POTATO CUBES	Redstone Canyon	MCL03624	6/5LB	300		
93	POTATO PEARLS	Basic American	76468	12/28OZ	295		
94	SPICY SKIN ON SPIRALS	McCain	MCL03622	6/4LB	805		
95	SEASONED STRAIGHT CUT FRY 3/8"	McCain	MCX03621	6/5LB	1200		
96	PLAIN POTATO TATER TOTS	ORE-IDA	OIF00215A	6/5LB	1025		
97	CRISPY SEASONED WEDGES 8-CUT	McCain	1000000496	6/5LB	620		
98	SUNFLWR BUTTER & GRP JELLY SAND	Sunwise Foods	12228	96/2.8OZ	500		
99	BBQ SAUCE DUNK CUPS	Red Gold	REDOA1Z	250/1OZ	300		
100	100% NATURAL KETCHUP	Red Gold	REDYL9G	1000/9GR	700		

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**Category No. 1 – Processed Commodity**

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
101	FANCY 33% KETCHUP	Red Gold	REDY599	6/#10	175	<b>Bidder must digitally fill out &amp; submit the excel Pricing Sheet</b>	
102	PRE-COOKED SLICED TURKEY BACON	Jennie O	271106	12/50CT	100		
103	EXTRA LEAN SLICED TURKEY HAM	Jennie O	2565	12/1LB	360		
104	TURKEY HAM SUN SIDE SANDWICH IW	Rose & Shore	SSU248WC	48/4.25OZ	225		
105	WG TURKEY SAUSAGE BREAKFAST PIZZA	Tony's	63912	128/3031OZ	400		
106	WG TURKEY PEPP STUFFED SANDWCH IW	Schwan's Beacon Street	78377	24/4.46 OZ	3475		
107	PRE COOKED SAUSAGE PATTY	Jennie O	6132	160CT	100		
108	TURKEY SL THICK CUT OVEN ROAST	Cargill Meat	700369	6/5LB	100		
109	ALL NATURAL OVEN RST TURKEY BREAST SLC	Jennie O	2318-12	6/2LB	400		
110	PRE SLICED BROWNED TRKY STEAK	Jennie O	2303-24	4/6.17LB	325		
111	PRE-COOKED TURKEY TACO MEAT	Jennie O	2856-28	4/7LB	505		
112	YAKISOBA NOODLES	Asian Food Solutions	22001WG	4/5.15LB	275		

Night Drop Discount Offered by Manufacturer:	
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Percentage Mark-Up from manufacturer's invoice for items not listed on Processed Commodity Pricing Sheet:	
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**Category No. 2 – Commercial**

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
1	CHOW MEIN CRUNCHY NOODLE	LA CHOY	44300-12620	6/24OZ	100		
2	CHOW MEIN NOODLE	Yangs	8-52724-00301-6	14LB	265		
3	FORTUNE COOKIE	Peking Noodle	7050KIDS	7LB	330		
4	WG 100% VEG FRIED RICE	MINH	69074	6/5# BAGS	200		
5	51% WG ARTISAN ROLL IW	Gold Star Foods	112963342	144/2OZ	1900		
6	CIABATTA ROLL SLICED	Shannons	SB-480	144/2OZ	125		
7	HONEY WHEAT BISCUIT	Bridgford	6285	100/2.25OZ	100		
8	TRIPLE BERRY CRUNCH BAR	Fathers Table	01194	120/2.25OZ	100		
9	WG CHEESE & GARLIC BRDSTICK BULK	Golden Crust	3620	180/2OZ	220		
10	WG RF GARLIC TEXAS TOAST IW	Bake Crafters	1616	120/1.31OZ	300		
11	WG RF GARLIC TEXAS TOAST BULK	Bake Crafters	1605	120/1.31OZ	480		
12	WG SUPER STAR CORN MUFFIN IW	Daves	260	90/2.55OZ	280		
13	SUPER STARS POWDERED	Super Bakery	9202	160/1.3OZ	200		
14	WHITE WHEAT FLOUR	Gold Medal	58034	50LB	55		
15	6" ALL NATURAL BF FRANKS 8/1	Eisenberg	35596-0119	2/5LB	1000		
16	BENEFIT BRKFST BAR BAN/CHOC IW	J & J Snack Foods	40402	48/2.5OZ	550		
17	BENEFIT BRKFST BAR OAT/CHOC IW	J & J Snack Foods	40401	48/2.5OZ	500		
18	BENEFIT BRKFST BAR OTML CHCHIP IW	J & J Snack Foods	40454	96/1.25OZ	700		
19	BENEFIT BRKFST BAR FRENCH TOAST IW	J & J Snack Foods	40404	48/2.5OZ	200		
20	MINI PANCAKES MAPLE BURST'N IW	Pillsbury	37732	72/3.17OZ	2625		
21	MINI PANCAKES STRBRY SPLSH IW	Pillsbury	37731	72/3.17OZ	120		
22	WG MINI BRFST MINI BITES APPLE	Bake Crafters	1716	72/2.75OZ	375		
23	51% HONEY WHEAT BREAKFAST BAR	Sky Blue Foods	HWB5172	72/2.8OZ	150		
24	51% WW BREAKFAST BUN IW	Sky Blue Foods	WWB5160	60/2.6OZ	1200		
25	WG BANANA BREAD SQUARE IW	Daves	350	28/3.6OZ	650		
26	WG WAFFLES MAPLE	Bake Crafters	1556	144/1.4OZ	300		
27	WG BANANA MINI LOAF IW	Daves	WG4004	72/2OZ	300		
28	WG BELGIAN WAFFLE STICKS	Krusteaz	8615140333	216/.78OZ	300		
29	WG BELGIAN WAFFLES	Krusteaz	8615180483	72/2.5OZ	150		
30	WG CHOC CHIP MINI MUFFIN IW	Daves	WG385	90/1.9OZ	600		
31	WG CHOC CHIP MUFFIN IW	Daves	WG825	60/3.15OZ	1500		
32	WG BLUEBERRY MUFFIN IW	Daves	WG829	60/3.15OZ	900		
33	WG CROISSANT ROUND SLICED	Bake Crafters	3286	80/2.2OZ	1150		
34	WG CRUMB SQUARE IW	Daves	325	45/2.2OZ	300		
35	WG ENGLISH MUFFIN SLICED	Papa Pita Bakery	5861	144/2.2OZ	200		
36	WG FRENCH TOAST STICKS	Bake Crafters	447	5/2LB	1975		
37	WG FRENCH TOAST STICKS IW	Bake Crafters	449	88/3OZ	150		
38	WG HONEY LEMON LOAF IW	Lupitas	1500	96/2.25OZ	275		
39	WG MINI DONUTS CHOC ENROBED	Bake Crafters	1929	72/3.2OZ	200		
40	WG MINI DONUTS WHTE POWDERED	Bake Crafters	1931	72/3.2OZ	200		
41	WG TWIN BAR IW	Daves	WG1001	72/2.5OZ	100		
42	WG WHITE BAGELS IW	Lenders	7680000075	72/2OZ	250		
43	WG WHITE WHEAT BAGEL IW	Tony ROberts	19322	72/3OZ	830		
44	WG WHITE WHEAT BAGEL BULK	Tony ROberts	19231	72/2.24 OZ	710		
45	WHITE WHEAT CNNMN ROLL DOUGH	Bridgford	6719	144/2.5 OZ	150		
46	CINNAMON ROLL	Bake Crafters	1263	72/3.5 OZ	750		
47	WW BANANA BREAD SLICE	Super Bakery	6071	70/3.4OZ	325		
48	WG CHOCO CHIP SCONE DOUGH	Fat Cat Scones	WGCC96-2GB	96/3 OZ	450		
49	COCOA PUFFS CEREAL BAR	General Mills	45577	96/1.42OZ	115		
50	25% LSS SUG COCOA PUFFS BOWLPK	General Mills	31888	96/1.06OZ	360		

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**Category No. 2 – Commercial**

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
51	25% LSS SUGAR TRIX BOWLPAK	General Mills	31922	96/1OZ	465		
52	2GO CUPS CINN TOAST CRUNCH	General Mills	28932	60/2OZ	1100		
53	CHEERIOS BOWLPAK	General Mills	32262	96/1OZ	220		
54	FRUITY CHEERIOS BOWLPAK	General Mills	31916	96/1.06OZ	175		
55	HONEY NUT CHEERIOS CEREAL	General Mills	11918	96/1OZ	150		
56	HONEY NUT CHEERIOS CEREAL CUP	General Mills	14882	60/2OZ	25		
57	RED SUG CINNAMON TOAST CRUNCH	General Mills	29444	96/1OZ	900		
58	RICE CHEX BOWLPAK	General Mills	31921	96/1OZ	210		
59	FROSTED MINI WHEATS CEREAL	Kelloggs	38000-04996	96CT/10Z	360		
60	GRANOLA CEREAL BULK	Fieldstone	9799	4/50OZ	385		
61	GRANOLA OATS & HONEY CEREAL	Nature Valley	16000-27111	4/50 OZ	730		
62	HONEY GRAHAM TOASTERS BOWL	Malt O Meal	04515	96/1OZ	400		
63	HONEY SCOOTERS BOWL	Malt O Meal	27597	96/1OZ	350		
64	PRO PROTEIN W/SNFLU GRNLA IW	Rockin'Ola	4223	175/1.5OZ	200		
65	RED SUG FROSTED FLAKES	Kelloggs	38000-54998	96/1OZ	430		
66	WG CINNAMON TOASTERS LG BOWL	Malt O Meal	13820	48/2OZ	375		
67	WG CINNAMON TWISTERS BOWL	Malt O Meal	03915	96/1OZ	450		
68	WG HONEY SCOOTERS LG BOWL	Malt O Meal	08676	48/2OZ	100		
69	ALPHA BITS BOWL	Malt O Meal	27176	96/1OZ	575		
70	FRST SHREDDED WHEAT LG BOWL	Malt O Meal	27149	48/2OZ	100		
71	WG CINNAMON POPTART FROSTED IW	Kelloggs	38000-55125	72/3.52OZ	430		
72	WG FROSTED CINN POP TART FRSTD	Kelloggs	38000-55122	120/1.76OZ	250		
73	WG STRAWBERRY POPTART FRSTD	Kelloggs	38000-55130	120/1.76OZ	625		
74	WG STRAWBERRY POPTART FRSTD IW	Kelloggs	38000-55133	72/3.53OZ	400		
75	PANCAKE TRKY SAUS ON A STICK	Tyson/JimmyDean	10000070613	40/2.51OZ	600		
76	WG TURKEY BREAKFAST ON A STICK	Foster Farms	94113	60/2.67OZ	400		
77	SHAMROCK COOKIE IW	Buena Vista	72920	150/1OZ	130		
78	TURKEY COOKIE IW	Buena Vista	73720	150/1OZ	130		
79	PINK HEART COOKIE IW	Buena Vista	73820	150/1OZ	130		
80	WG BROWNIE IW	Buena Vista	82220	96/2OZ	125		
81	WG CHOC CHIP BROWNIE BITE IW	Buena Vista	83330	225/2.1OZ	600		
82	WG CHOC CHIP COOKIE - IW	Fat Cat Scones	WGCCC140-1SW	140/1.3OZ	800		
83	WG CELEBRATION COOKIE	Fat Cat Scones	WGCELC140-1SW	168/1.75OZ	100		
84	WG CHRISTMAS TREE COOKIE IW	Buena Vista	71220	150/1.1OZ	130		
85	WG PUMPKIN COOKIE IW	Buena Vista	72820	150/1OZ	130		
86	WG RF C/CHIP COOKIE IW	Buena Vista	79010	200/1.0OZ	400		
87	WG RF CHOCCHIP COOKIE IW	Buena Vista	79015	120/1.5OZ	2535		
88	WG RF SUGAR COOKIE IW	Buena Vista	79815	120/1.5OZ	100		
89	WG CANDY COOKIE IW	Buena Vista	79715	120/1.5OZ	950		
90	WG RF CHOC/CHIP COOKIE DOUGH	Buena Vista	78015	216/1.5OZ	620		
91	CHICKEN DOUBLE DOG IW	Michael B's Bestway	DD400	60/4OZ	415		
92	WG LF CHICKEN CORN DOG IW	Foster Farms	94124	96/4OZ	675		
93	WINGS OF FIRE	Tyson	10052550928	2/5LB	600		
94	1/2" CARTWHEEL DILL CHIPS	Homeade	1501	4/1GAL	100		
95	BBQ SAUCE PACKETS	Americana	7160370024400	200/12GM	300		
96	CREAM CHEESE CUPS	Hahns	FG83405	100/1OZ	800		
97	CREAMY CAESAR DRESSING IW	Marzetti	82000	60/1.5OZ	275		
98	CREAMY RANCH PACKETS	Kraft	64969	200/7/16OZ	800		
99	CUBE SEASONED CROUTONS IW	Fresh Gourmet	74470	250/.25OZ	100		
100	RANCH DRESSING CUPS	Marzetti	83984	120/1OZ	500		

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**Category No. 2 – Commercial**

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
101	HOMESTYLE RANCH DRESSING	Kens Foods	KEO777	4/1GL	100		
102	HOT SAUCE PACKETS	Tapatio	7788500193	500/7GR	400		
103	KETCHUP JUG	Heinz	1.30005E+11	6/7.2 LB	125		
104	KETCHUP POUCH	Heinz	515501	2/2.5GAL	100		
105	LITE SOY SAUCE PACKETS	Kikkoman International	0120	200/6ML	400		
106	LS TAJIN SEASON PACKETS	Tajin	28805	1000/.035OZ	315		
107	MARINARA SAUCE	Angela Mia	27000-39125	6/#10	275		
108	MAYONNAISE PACKET	Portion Pak	7160372157000	200/9GM	490		
109	MUSTARD PACKETS	Americana	7160377605300	500/5.5GM	300		
110	RANCH PACKETS	Americana	7160370023800	200/12GM	450		
111	IMITATION MAPLE SYRUP	CalMaid	1012	4/1 GAL	120		
112	MAPLE SYRUP PACKETS	Americana	7160370022400	100/1OZ	200		
113	PANCAKE SYRUP CUP	Madeira Farms	7160371396000	100/1.5OZ	2000		
114	SESAME ORIENTAL DRESSING IW	Marzetti	81290	60/1.5OZ	165		
115	SRIRACHA HOT CHILI SAUCE	Huy Fong	CHIL1100	500/9GM	100		
116	TACO SAUCE PACKETS IW	Sona Hollen	13661	500/9GM	120		
117	WG CROUTON	Marzetti	85360	2.5LB	330		
118	ALL SPORT BITES WG CHOCOLATE	MJM	512150	150/1OZ	600		
119	ALL SPORT BITES WG VANILLA	MJM	514150	150/1OZ	600		
120	SAVORY WHEAT CRACKERS	MJM	781100	100/2OZ	1500		
121	SCOOPY DOO GRAHAM STIX IW	Kelloggs	30100-50689	210/1OZ	475		
122	WG CHEDDAR GOLDFISH CRACKERS	Pepperidge Farms	18105/484764	300/.75OZ	700		
123	WG CHEEZ-IT CRACKER IW	Kelloggs	24100-79263	175/.75OZ	600		
124	WG CINNAMON GRAHAMS	MJM	308151	150/3 CT	800		
125	WG GIANT GOLDFISH GRAHAMS	Pepperidge Farms	26830	300/.9OZ	200		
126	WG HONEY GRAHAMS/WFIBER IW	MJM	300151	150/1OZ	400		
127	ZESTA SALTINES	Keebler	30100-01008	500/2PK	40		
128	ORGANIC CHEDDAR BUNNIES	Annie's General Mills	149828000	100/.75 OZ	700		
129	ALBACORE TUNA	Jackpot	TUNA002	6/66.5OZ	100		
130	BREADED POLLOCK SQUARES	Spirited Foods	SF03011	10LB	150		
131	BRD LIME ALASKAN POLLOCK STICK	Spirited Foods	SF01012	10LB	95		
132	SIDEKICK BLUE RASBERRY LEMON CUP	Country Pure Foods	2009	84/4.4OZ	325		
133	SNO PAL MANGO	Sepers Fruti Fruit	8-57821-00316-4	100/2.7OZ	500		
134	SNO PAL PINEAPPLE	Sepers Fruti Fruit	8-57821-00316-2	100/2.7OZ	500		
135	CAKE BATTER YOGURT	Big Spoon Yogurt	11823	24/5.5OZ	125		
136	CHOC/VANILLA SWIRL YOGURT	Big Spoon Yogurt	11824	24/5.5OZ	136		
137	COOKIES AND CREAM YOGURT	Big Spoon Yogurt	11826	24/5.5OZ	150		
138	MANGO SOFT SERVE FRUIT POP	Chloes	P10600	24/2.5OZ	120		
139	STRWBRR SOFT SERVE FRUIT POP	Chloes	P11000	24/2.5OZ	100		
140	SUPER MANGO SORBET	Big Spoon Yogurt	11889	24/5.5OZ	100		
141	VERY STRAWBERRY YOGURT	Big Spoon Yogurt	11829	24/5.5OZ	100		
142	4 BERRY BLEND IQF	Wawona	4453	2/5LB	410		
143	MANDARIN ORANGES	Northeast/Lolita	767301131498	6/#10	1025		
144	PINEAPPLE TIDBITS	Del Monte	2001692/381946	6/106OZ	450		
145	PINEAPPLE CHUNKS	Jackpot	PAP006	6/#10	125		
146	CRAISINS DRIED CRAN-STRAW	Ocean Spray	23445	200/1.16OZ	900		
147	CRAISINS DRIED CRAN-BERRY	Ocean Spray	23444	200/1.16OZ	475		
148	SMKD SL HAM WATER ADD FC	Hormel	32542	6/2LB	350		
149	51% WG PENNE	Dakota Growers	548229/6738792010	2/10LB	155		
150	51% WG ROTINI	Dakota Growers	548230/6738792021	20LB	425		

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**Category No. 2 – Commercial**

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
151	NESTED YAKISOBA NOODLE	Asian Food Solution	22003WG	233/2.06OZ	100		
152	6" TACO SHELL	La Tapatia	557002/21201	200CT	710		
153	6" ULTRA GRAIN TORTILLAS	Mission	33822	24/12CT	50		
154	6" FLOUR TORTILLAS 2CT	Romeros	2060222UG	144/2CT	400		
155	10" ULTRA GRAIN FLOUR TORTILLA	Romeros	210282UG	6/2 DZ	530		
156	SALSA MOLCAJETE ROJA	Del Real	504-5	3/4LB	100		
157	TAMALE CHILI AND CHEESE	Del Real	766	48/5OZ	150		
158	BEAN & CHEESE PUPUSA	Del Real	705	8/5CT	120		
159	SALSA PICANTE MILD	La Victoria	07808	4/1GAL	100		
160	SLICED JALAPENOS	Del Sol	DS00115	6/#10	125		
161	WG TORTILLA CHIPS YLW ROUND IW	Snak King	260529	80/2OZ	1450		
162	TORTILLA CHIPS IW	La Vencedora	80831	150/2OZ	150		
163	WG CHICKEN TAQUITOS BULK	Posada	46580011	70/3.48OZ	230		
164	WG SEASONED BEAN BURRITO	Arizona Gold	3111650W	54/6.5OZ	210		
165	RF ORGANIC CHOC MILK	Horizon	100205/477924	18/8OZ	150		
166	SAUSAGE LINK SKINLESS	Jimmy Dean	23705	200/0.80OZ	600		
167	SLICED PEPPERONI	Bonici	5014-269/395712	10LB	250		
168	PARBOILED LONG GRAIN RICE	Producers Rice	R1YP259Z0	25LB	150		
169	WG PARBOILED RICE Brown	Producers Rice	R2PX25QCO/575032	25LB	625		
170	WG SOY NUTTER & JELLY SANDWICH	Albies Foods	608	40/4.6OZ	700		
171	WG MINI TURKEY CORN DOGS	State Fair/Sara Lee	10000009180	2/ 5.37LB	500		
172	WG TURKEY CORN DOG	State Fair/Sara Lee	10000028322	48/4OZ	2100		
173	EDAMAME FRZN PODS 1/24#	Monarch	F997	1/24LB	200		
174	SOYBEAN EDAMAME	Fresh Produce	139152	50/3OZ	1070		
175	WHOLE KERNEL CORN	CH Belt	07931	1/30LB	190		
176	AVOCADO PULP	Alexis	39780	6/2LB	104		
177	PINTO BEANS	Teasdale	TEA-EB-0610	6/#10	450		
178	BLACK BEANS	Teasdale	TEA-ABD-0610	6/#10	165		
179	HUMMUS CLASSIC	Sabra	11119	48/2OZ	100		
180	VEGGIE CHIK'N NUGGETS	Morningstar	381631/97762	212/3OZ	1100		
181	VEGETARIAN BEANS	Teasdale	TEA-NM-0610	6/#10	200		
182	VEGAN TAMALES	Michael B's Bestway	VBC11	72/6.36OZ	125		
183	VGTRN MINI TWIN BURGER WHT CHEESE	Advance Peirre	10000062998	96/4.6OZ	160		
184	LF PARFAIT PRO VAN YOGURT	Yoplait	485781/16632	6/4LB	600		
185	STRAWBERRY BANANA RAMA YOGURT	Dannon	2732/524822	48/4OZ	1200		
186	NON FAT PEACH YOGURT	Upstate Farms	387632/112923	48/4OZ	300		
187	NON FAT STRAWBERRY YOGURT	Upstate Farms	387629/112893	48/4OZ	2000		
188	NON FAT BLUEBERRY YOGURT	Upstate Farms	9816/387630	48/4OZ	150		
189	CHICKEN SLIDERS BRD WG BUN IW	Integrated	C0809055	75/5OZ	100		
190	WG RF CHOCOLATE CHIP COOKIE	Gourmet Treat	055160WG175	94/1.75OZ	130		
191	WG RF CHOC CHOC COOKIE	Gourmet Treat	055162WG175	94/1.75OZ	100		
192	KETCHUP	HEINZ	13000984900	1000/7GM	950		

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Night Drop Discount Offered by Manufacturer:	
Percentage Mark-Up from manufacturer's invoice for items not listed on Commercial Pricing Sheet:	

**Category No. 3 – Snack**

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
1	WG OVEN BAKED CRUNCHY FLAMIN	Cheetos	62984	104/.875OZ	1175		
2	WG FANTASTIX FLAMIN' HOT	Cheetos	43578	104/1OZ	325		
3	WG CHILI CHEESE FANTASTIX	Cheetos	36098	104/1OZ	100		
4	WG RF PUFFS FLAMIN HOT	Cheetos	21912	72/.7OZ	150		
5	WG OVEN BAKED CRUNCHY	Cheetos	62933	104/.875OZ	100		
6	WG RF CHEETOS PUFFS	Cheetos	21910	72/.7OZ	85		
7	RF FLAMAS TORTILLA CHIPS	Doritos	62829	72/1OZ	3050		
8	WG RF SPICY SWEET CHILI CHIPS	Doritos	49093	72/1OZ	450		
9	WG REDUCED FAT COOL RANCH	Doritos	36096	72/1OZ	390		
10	WG REDUCED FAT NACHO CHEESE	Doritos	31748	72/1OZ	755		
11	REDUCED FAT DORITOS WILD WHITE NACHO	Doritos	67609	72/1OZ	100		
12	WG ONION BAKED SNACK	Funyuns	66689	104/.75	150		
13	BAKED BBQ	Lays	32078	60/.875OZ	400		
14	BAKED Potato Chip	Lays	44396	60/1.125OZ	100		
15	KETTLE SALT & VINEGAR	Lays	25113	64/1.375OZ	700		
16	KETTLE CLASSIC	Lays	25115	64/1.375OZ	650		
17	KETTLE JALAPENO	Lays	25111	64/1.375OZ	700		
18	KETTLE APPLEWOOD SMOKED BBQ	Lays	09598	64/1.375OZ	475		
19	BAKED SOUR CREAM & ONION	Lays	33627	60/.875OZ	290		
20	OVEN BAKED POTATO CRISPS REG	Lays	33625	60/.875OZ	550		
21	BBQ CHIPS	Pop Chips	72200	24/0.8OZ	2275		
22	CRAZY HOT POTATO	Pop Chips	70120	24/0.7OZ	425		
23	SOUR CREAM & ONION POTATO	Pop Chips	77700	24/0.8OZ	100		
24	SEASALT & VINEGAR	Pop Chips	70552	24/0.8OZ	160		
25	RIDGES CHEDDAR SOUR CREAM POTATO	Pop Chips	70109	24/0.7OZ	100		
26	RIDGES TANGY BBQ POTATO	Pop Chips	70112	24/0.8OZ	200		
27	OVEN BAKED CHEDDAR SOUR CREAM	Ruffles	56882	60/.8OZ	365		
28	WG MULTIGRAIN HARVEST CHEDDAR	Sun Chips	11152	104/1OZ	500		
29	WG BAKED TORTILLA SCOOPS	Tostitos	42537	72/.875OZ	74		
30	SCOOBY DOO FRUIT SNACKS	General Mills	11510000	96CT	430		
31	CRAZY COLOR FRUIT ROLL-UP	General Mills	11561	96CT	200		
32	ASSORTED FRUIT SNACKS	Motts	47954	144/1.6OZ	300		
33	RAISINS	Sun Maid	2020	144/1.33OZ	1000		
34	FS MIXED FRUIT	Welchs	14498	144/1.55OZ	130		
35	FS BERRIES N CHERRIES	Welchs	14492	144/1.55OZ	160		
36	HNY RST SUNFLOWER KERNELS IW	Dakota	1231780	150/1.2OZ	660		
37	RST SLTD SUNFLOWER KERNALS IW	Dakota	1105050	150/1.2OZ	175		
38	KETTLECORN POPCORN	Indiana	8435710084	48/1OZ	1040		
39	WHITE CHEDDAR PUFF	Pirate Booty	81662407	24/.75OZ	1500		
40	WHITE CHEDDAR POPCORN	Smartfoods	28400309004	72/.5OZ	100		
41	ZBAR ORGANIC CHOC BROWNIE	ClifBar	191803	18/1.27OZ	400		
42	ZBAR ORGANIC CHOC CHIP	ClifBar	191804	18/1.27OZ	350		
43	OATS & HONEY GRANOLA BAR	Nature Valley	2382000	28/1.5OZ	200		
44	LF CHEWY CHOC CHIP GRANOLA BAR	Quaker	31186	12/8CT	300		
45	WG CHEX MIX HOT N' SPICY	General Mills	31934	60/.92OZ	100		
46	WG SIMPLY CHEX SNACK CHEDDAR	General Mills	31932	60/.92OZ	100		
47	WG MINI CHOCOLATE CHIP COOKIES	Grandmas Cookies	66154	80/1.22OZ	235		
48	BEEF STK PWR HNY PEP	Highland Beef Farms	00127	24/0.5OZ	200		
49	TURKEY STK PWR HNY	Highland Beef Farms	00128	24/0.5OZ	100		
50	WG RICE KRISPIES TREAT IW	Kelloggs	38000-11052	80/1.41OZ	530		

**Bidder must  
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**Category No. 3 – Snack**

Item No.	Item Description	Manufacturer/Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
51	WG CHOC CHIP RICE KRISPIES TREAT IW	Kelloggs	38000-14567	80/1.41OZ	200	<b>Bidder must digitally fill out &amp; submit the excel Pricing Sheet</b>	
52	WG RICE KRISPIES TREAT MINI IW	Kelloggs	38000-14540	600/.42OZ	100		
53	MUNCHIE MIX KID'S	Quaker	36308	104/.875OZ	900		

Night Drop Discount Offered by Manufacturer:	
Percentage Mark-Up from manufacturer's invoice for items not listed on Snack Pricing Sheet:	

**Category No. 4 – Beverage**

Item No.	Item Description	Manufacturer /Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
1	100% POWER PUNCH JUICE PLUS	Apple & Eve	24024TPF	40/4.23OZ	200		
2	BERRY 100% JUICE	Capri Sun	876840014400	40/6OZ	100		
3	FRUIT DIVE 100% JUICE	Capri Sun	876840014600	40/6OZ	125		
4	APPLE SPLASH 100% JUICE	Capri Sun	876840014200	40/6OZ	125		
5	G2 GLACIER FREEZE	Gatorade	12007	24/12OZ	976		
6	G2 FRUIT PUNCH	Gatorade	12202	24/12OZ	730		
7	G2 ORANGE	Gatorade	12204	24/12OZ	220		
8	G2 GRAPE	Gatorade	12203	24/12OZ	525		
9	GATORADE ZERO VARIETY	Gatorade	980124540	24/20OZ	110		
10	BLACKBERRY WATER	Hint Essence	21987	12/16OZ	280		
11	WATERMELON WATER	Hint Essence	37586	12/16OZ	275		
12	PEACH WATER	Hint Essence	00106	12/16OZ	265		
13	KIWI STRAWBERRY WATER	Hint Essence	21989	12/16OZ	330		
14	SPARKLING APPLE JUICE	Izze	1507	24/8.4OZ	3525		
15	SPARKLING CLEMENTINE JUICE	Izze	1505	24/8.4OZ	1830		
16	SPARKLING BLACKBERRY JUICE	Izze	1502	24/8.4OZ	1480		
17	SPARKLING GRAPEFRUIT	Izze	1504	24/8.4OZ	285		
18	SPARKLING POMEGRANATE JUICE	Izze	1508	24/8.4OZ	915		
19	SPARKLING CHERRY LIME	Izze	836093010844	24/8.4OZ	450		
20	SPARKLING PEACH	Izze	1052	24/8.4OZ	250		
21	100% APPLE JUICE	Juicy Juice	55	40/4.23OZ	750		
22	100% ORANGE TANG JUICE	Juicy Juice	58	40/4.23OZ	750		
23	100% APPLE JUICE	Juicy Juice	60	32/6.75OZ	2500		
24	100% ORANGE TANG JUICE	Juicy Juice	64	32/6.75OZ	2500		
25	100% STRAWBERRY/KIWI JUICE	Juicy Juice	63	32/6.75OZ	3400		
26	100% BERRY JUICE	Juicy Juice	61	32/6.75OZ	2200		
27	FAT FREE CHOCOLATE MILK	Gossner	950010	27/8OZ	300		
28	1% WHITE MILK	Gossner	947130	27/8OZ	150		
29	ORG SOYMILK SMART CHOC	KIKKOMAN	6185	54/8OZ	50		
30	ORG SOYMILK SMART VANILLA	KIKKOMAN	6184	54/8OZ	50		
31	MIGHTY MANGO	Naked Juice	63072	8/10OZ	2810		
32	STRAWBERRY BANANA	Naked Juice	63071	8/10OZ	2380		
33	BERRY BLAST	Naked Juice	63117	8/10OZ	610		
34	BLUE MACHINE	Naked Juice	01037	8/10OZ	410		
35	GREEN MACHINE	Naked Juice	63076	8/10OZ	450		
36	VARIETY PACK	Propel	50035	24/16.9OZ	575		
37	LEMON LIME	Propel	167	24/16.9OZ	275		
38	BERRY	Propel	169	24/16.9OZ	75		
39	KIWI STRAWBERRY	Propel	171	24/16.9OZ	200		
40	BOTTLE PURIFIED WATER	Pure Life	6827493471	24/16.9OZ	8800		
41	BOTTLE PURIFIED WATER	Pure Life	6827432228	48/8OZ	1870		
42	ALMOND BEVERAGE VANILLA	Silk	101894	18/8OZ	40		
43	ALMOND BEVERAGE CHOCOLATE	Silk	101893	18/8OZ	30		
44	100% SPARKLING TROP PINEAPPLE	Switch	9C2480TP	24/8OZ	715		
45	WTRMLN STRWBRY Sparkling Juice	Switch	9C2480WS	24/8OZ	1100		
46	FRUIT PUNCH	Switch	9C2480FP	24/8OZ	910		
47	HARDCORE APPLE	Switch	9C2480AJ	24/8OZ	840		
48	ORGN TNGRN SPARKLING JUICE	Switch	9C2480OT	24/8OZ	600		
49	KIWI BERRY	Switch	9C2480KB	24/8OZ	500		
50	GRAPE SPARKLING JUICE	Switch	9C2480GR	24/8OZ	500		

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**Category No. 4 – Beverage**

Item No.	Item Description	Manufacturer /Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
51	BLACK CHERRY	Switch	9C2480BC	24/8OZ	225	<b>Bidder must digitally fill out &amp; submit the excel Pricing Sheet</b>	
52	100% STRAWBERRY KIWI JUICE	Tropicana	2144	15/10OZ	325		
53	100% FRUIT MEDLEY JUICE	Tropicana	2145	15/10OZ	245		
54	100% STRAWBERRY ORG JUICE	Tropicana	2146	15/10OZ	200		
55	PROBIOTICS PINEAPPLE MANGO	Tropicana	167150	12/10OZ	450		
56	WATER SPARKLING PASSIONFRUIT	La Croix	15021-256	2/12/12OZ	100		
57	WATER SPARKLING TANGERINE	La Croix	15021-260	2/12/12OZ	100		
58	WATER SPARKLING VARIETY PACK	La Croix	980015918	24/12OZ	100		

Night Drop Discount Offered by Manufacturer:	
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Percentage Mark-Up from manufacturer's invoice for items not listed on Beverage Pricing Sheet:	
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**Category No. 5 – Boxed Water**

Item No.	Item Description	Manufacturer/ Brand	Manufacturer ID	Unit Measure	Estimated Annual Usage	1 Drop Unit Cost	Multi Drop Unit Cost
1	Boxed Water	Boxed Water	00417	24/250ML	5200	<b>Bidder must digitally fill out &amp; submit the excel Pricing Sheet</b>	
2	Boxed Water	Boxed Water	00410	24/500ML	6600		

Night Drop Discount Offered by Manufacturer:	
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Percentage Mark-Up from manufacturer's invoice for items not listed on Boxed Water Pricing Sheet:	
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