



REQUEST FOR PROPOSAL
Request for Proposal (RFP) No. NS-24-25

**FROZEN, COMMODITY PROCESSED, REFRIGERATED, DRY AND
SNACK FOODS**

Escondido Union School District
Nutrition Services
2310 Aldergrove Avenue
Escondido, CA 92029
760.432.2190

Issue Date	March 20, 2024	8:00 AM PST
Deadline for Questions or Inquiries	April 2, 2024	8:00 AM PST
Bid Deadline	April 12, 2024	10:00 AM PST
Bid Opening	April 19, 2021	9:00 AM PST
Expected Board Approval	May 9, 2024	7:00 PM PST

This institution is an equal opportunity employer.

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***Forms marked with an asterisk must be completed and returned to the District Nutrition Services Department at 2310 Aldergrove Avenue, Escondido, CA 92029, in a sealed envelope bearing the name of the bidder, the bid number, projectname, date and time of bid deadline. All bids must be submitted by **Friday April 12, 2024** to the front office no later than 10:00 A.M. Bids received after 10:00 A.M. will not be accepted or returned unopened.**

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Escondido Union School District of San Diego County, California, acting by and through its governing Board of Education, hereinafter referred to as the District, will receive up to, but not later than 10:00 AM. on **Friday, April 12, 2024** sealed bids for the award of a contract for the following:

Request for Proposal (RFP) No. NS-24-25

RFP No. NS2024-25, "Frozen, Commodity Processed, Refrigerated, Dry and Snack Food."

Such bids shall be received at Escondido Union School District (EUSD) Nutrition Services Department, 2310 Aldergrove Avenue, Escondido, California, 92029 and shall be opened at the stated time and place.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the Specifications, and all other documents comprising the pertinent Contract Documents. Copies of the Contract Documents are now on file and may be obtained in the Nutrition Services Department at the above address.

The District shall award the Contract for Nutrition Services Grocery Products to the Responsive and Responsible bidder(s) whose proposal(s) is/are determined to be the Best Value for EUSD. The resulting contract term, if awarded, will be for a one (1) year period from July 1, 2024 through June 30, 2025. Two additional one (1) year extensions may be granted at the option of the District.

The District reserves the right to reject any or all bids, to accept or to reject any one or more items of the bid, or to waive any irregularities or informalities in the bid or in the bidding.

No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening of bids.

No bids are to be e-mailed or faxed. These will be considered Non Responsive.

Dated this 20th Day of March 2024.

ESCONDIDO UNION SCHOOL DISTRICT

Doug Paulson

Clerk, Board of Education

Publication: Valley Roadrunner

Publication Dates: March 7, 2024, March 14, 2024

INFORMATION FOR BIDDERS

1. **Securing Documents**. Specifications and other contract document forms will be available without charge, and may be secured by prospective bidders at the Escondido Union School District Nutrition Services Department, 2310 Aldergrove Avenue, Escondido, CA 92029.
2. **Proposals**. Bids to receive consideration shall be made in accordance with the following instructions:
 - a. Bids shall be made upon the form therefore obtained at the office of the Nutrition Services and properly executed. Bids shall be written in ink or by typed before submission. Bids are to be verified, as they cannot be corrected after bids are opened. The signature of all persons signing shall be in longhand. The completed form shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.
 - b. Before submitting a bid, bidders shall carefully examine specifications and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall insure that unit/serving costs are reflected in the bid. No allowance will be made because of lack of such examination or knowledge.
 - c. The use of the name of a manufacturer, or any special brand or make, in describing any item in the contract documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration.
 - d. All items on which bids are submitted must in all cases be equal or better in quality and utility to those manufacturers or brands specified by the District. Whether or not an item is indeed equal will be determined by the District
 - e. The brand and grade of the item on which the bid is submitted should be stated in the bid form. When the make or brand and grade of the item are not stated, it will be understood to be the specific item named by the District.
 - f. No bid shall include California sales or use tax, or Federal excise tax.
 - g. All bids on items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. The District will reject shipments sent C.O.D. or freight collect.
 - h. No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices bid.
 - i. Bids shall be delivered to EUSD or its representative, at its office on or before the day and hour set for the opening of bids, which bids shall be enclosed in a sealed envelope bearing the description of the bid and the name of the bidder. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
 - j. When requested, bidders shall submit samples of each such item, on which bid is made to: Escondido Union School District Nutrition Services Department. Each sample submitted must

INFORMATION FOR BIDDERS (Continued)

be marked in such manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, (3) line item number. Bid and samples must not be sent in the same package.

- k. Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will, upon request, be returned at the bidders expense.
 - l. All items awarded on contract shall be subject to inspection and may be subject to rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the Vendor.
3. **Addenda or Bulletins.** Any addenda or bulletins issued by the Escondido Union School District during the time of bidding or forming a part of the documents issued to the bidder for the preparation of the bid shall be covered in the bid and shall be made a part of the Contract.
 4. **Withdrawal of Bids.** Any bidder may withdraw their bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids, but not after. No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening thereof.
 5. **Opening of Bids.** Bids will be opened at the time and place scheduled in the NOTICE TO BIDDERS.
 6. **Award or Rejection of Bids.** The contract will be awarded to the most responsive and responsible bidder(s). The District reserves the right to make the award in any manner deemed most advantageous to the District. The Board of Education of the Escondido Union School District, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, and to waive any irregularities and informalities in the bids or in the bidding.
 7. **Agreement.** The form of agreement, which the successful bidder, as Vendor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The contract consists of the following documents: The Notice to Bidders, the Information for Bidders, Terms and Conditions, Specifications, Bid Form, Bid Proposal Forms, and the Agreement, including all modifications and other documents thereof duly incorporated therein. All of the 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 and installation of all items called for in the Contract.
 8. **Interpretation of Documents.** Discrepancies in, and/or omissions from the Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District. Such submission, if any, must be sent to Dawn Stone, Nutrition Services Specialist for the Escondido Union School District Nutrition Services Department by faxing to (760) 735-2876 or e-mailing to dstone@eusd.org no later than **8:00 am, Tuesday April 9, 2024.**

INFORMATION FOR BIDDERS (Continued)

Any interpretation of the Contract Documents will be made only by written addenda duly issued via e-mail, fax, U.S. mail or delivered to each person or firm who has requested a set of the Contract Documents. The District will not be responsible for any explanations or Interpretation's provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

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 bid for the same items, unless alternate bids are called for. A person, firm, or corporation submitting a sub-proposal to a bidder, or who has bid prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be nonresponsive.
11. **Assignment of the Agreement**: No agreement awarded under this proposal shall be assigned without prior written approval of the district Board of Trustees.
12. **Bid Bond Not Required**
13. **Equal RFP'S**: When RFP's are equal, contract shall be awarded by a drawing of lots and shall be witnessed by three (3) impartial observers.

TERMS AND CONDITIONS

1. **Applicability:** These Terms and Conditions apply, but are not limited to, all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" or "Responses") made to the Escondido Union School District (hereinafter referred to as "District") by all prospective suppliers (hereinafter referred to as "Vendors") in response, but not limited to, Invitations to Bid, Requests for Proposals, and Requests for Quotations (hereinafter referred to as "Solicitations").
2. **Modifications to Contract:** Any modifications, qualifications, exceptions, or changes made to the District's terms, specifications, and conditions detailed herein shall be grounds for rejection of bid. Any remarks, additions, or amendments attached (by the Vendor) to the bid, which conflict with the terms and conditions herein, may cause it to be deemed "non-responsive."
3. **Firm Price:** Unit prices offered on the Bid Proposal Form by the successful Vendor will remain firm during the first one-year contract period. Only one unit price will be allowed for each item appearing on the Bid Proposal Form. Prices quoted shall be based on finished product weight received, including all applicable labor, materials, shipping, and fuel charges.
4. **Contract Term and Renewal:** The term of this contract shall be for one year from **July 1, 2024** through **June 30, 2025**. At the District's option, this contract may be renewed for **two additional one-year periods**. Contract renewals shall be approved in one year increments under the same terms, and conditions as the original agreement. Not to exceed 3 years in total.

The pricing submitted for the initial term of the contract will remain fixed until June 30, 2025. Pricing agreed to for the second and third renewals will remain fixed throughout each contract period ending **June 30, 2026** and **June 30, 2027** respectively. The Vendor may only petition for an increase in pricing annually, sixty (60) days prior to the anniversary date of each renewal period, as long as price increase does not exceed five percent (5%). If the Vendor requests a price increase in excess of the five percent (5%), the contract may not be renewed. The District reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the District.

5. **Discounts, rebates, allowance or incentives:** If prices decrease during the term of this contract, the successful Vendor must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing. The lower prices shall remain in effect for the balance of the contract period, or for as long as the lower prices are in effect.
6. **Responsibility for Supplies and Materials:** The Vendor shall be responsible for all items until they are delivered to the District's inside receiving point. Responsibility and liability for loss or damage for all orders will remain with the Vendor until final inspection and acceptance by the District. Then all responsibility will pass to the District, except the responsibility for latent defects, fraud, expiration dates and warranty obligations.
7. **Return of Discounts, Rebates, and Credits:** During the term of the contract, the Vendor shall ensure that all discounts, rebates, and credits received by the Vendor from its suppliers are fully disclosed to the District. The Vendor is required, by law, to provide documentation to the District of any discount, rebate, and other applicable credits, including but not limited to, price

TERMS AND CONDITIONS (Continued)

reductions due to product promotions, volume purchasing, on-line ordering or other ordering System's, prompt payment or advance pay or any activity that result in lowering the product cost paid by the District. All discounts, rebates, allowances, and incentives must be returned to the Escondido Union School District within fifteen (15) working days after receipt by the Vendor.

8. **Fuel Surcharges:** Additional fuel surcharges on invoices will not be accepted, as delivery is F.O.B. destination with any delivery costs to be included in bid pricing. Request for a waiver will not be granted, including during periods of volatility in the petroleum market.
9. **Errors and Omissions:** If a Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the Vendor shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished a Bid for bidding purposes.
10. **Bid Proposal Form:** Defines requirement of items to be purchased, and must be completed and submitted with the bid. Prices must be quoted in units specified on the form or trade standard. Each item must be considered separately and not in combination with other items unless otherwise specified on bid form by the District. Trade discounts must be deducted from price offers and only the net amount shown on bid proposal form. In case of error, unit prices will govern and extensions will be corrected.
11. **Invoicing and Billing Period:** The billing period shall begin on the first day of each month and shall end on the last day of each month. Invoices will be prepared for items delivered and accepted at contracted prices so that one priced, extended, and signed copy will be left with the shipment at the time of delivery. The Vendor will retain a second copy to support the monthly statement.

The Vendor will be paid in accordance with payment terms herein upon receipt of summary invoices (statement) for previous month's billing period. Deliveries for the last day of the billing period must be included on the summary invoice for that billing period.

12. **Monthly Statements:** Statements shall be mailed within five (5) working days after the last day of the month to facilitate payment. Payment will be made on itemized statements with the prices stipulated herein for items delivered and accepted. For prompt payment, billing must be accurate in all details, and invoices must be submitted to: Escondido Union School District, Nutrition Services Department, 2310 Aldergrove Avenue, Escondido, California, 92029 (Attention: Nutrition Services Department).
A sample of the successful Vendor's invoice and statement will be required after the contract is awarded.
13. **Credit Memos:** The Vendor shall agree to accept, for full credit, the return of any items received which are found to be defective in quality or defective in packaging so as to render the item unusable for its intended purpose. All products of unacceptable quality, as determined by the District, will be returned. Credits may be provided by separate credit memo or by an adjustment to the original invoice.

TERMS AND CONDITIONS (Continued)

14. **Bid Negotiations:** A bid response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar intent, will be considered as non-responsive to that specific item.
15. **Bid Warranty:** Vendor warrants to the District that all goods and services rendered shall conform to the contract requirements (including all descriptions, specifications, and attachments made a part hereof), and will be fit for use as reasonably intended by the parties. In the event of breach, the Vendor will take all necessary action, at Vendor's expense, to correct such breach within thirty (30) days.
16. **Compliance with OSHA:** Vendor agrees that all item(s) offered must comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that Vendor will indemnify and hold the District harmless for any failure to so conform.
17. **Material Safety Data Sheet:** For all products requiring a Material Safety Data Sheet, as defined under 29 CFR 1910.1200, the District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.
18. **Food Security:** Vendors shall ensure that all food and beverage products meet local, state and federal health and safety guidelines, and that appropriate precautionary measures are taken to ensure the purity and integrity of food products throughout the supply chain. Vendors shall take appropriate measures to safeguard the purity and integrity of their products during production, storage, and transportation, prior to the product reaching Escondido Union School District Nutrition Services Warehouse.
19. **Vehicle Safety and Security:** Vendor's representatives operating vehicles on District property shall use extreme caution at all times – maximum speed is 5 M.P.H. While onsite, Vendor shall not obstruct any passageways or other means of egress and shall not leave the site without first securing the work area and eliminating any hazardous condition resulting from the Vendor's activities.
20. **Product Substitution and Shortages:** This contract does NOT allow for product substitution without written authorization from the Director of Nutrition Services. The successful Vendor shall promptly notify the Nutrition Services Specialist/Buyer or designee a minimum of seventy two (72) hours in advance if an item cannot be delivered within the specified delivery time. An equal or better substitute product must be made available to the District immediately for approval and subsequent distribution to the Nutrition Services Warehouse, at no additional charge to the District for product, freight, or redelivery to Nutrition Services Warehouse. All substitutions in quality and quantity must receive prior approval from the Nutrition Services Director or designee in order to qualify for payment. If substitution is unavoidable due to market conditions, Vendor must provide equivalent item for District approval at no additional cost to the District for the product or freight.
21. **Estimated Quantities:** The quantities specified herein are estimates only and are **not a guarantee of actual quantities to be purchased**. They are subject to change in order to meet the needs of the Nutrition Services Department. The actual quantities required may be

TERMS AND CONDITIONS (Continued)

substantially more or less than indicated herein. Purchase order quantities and issuances will be made on an as needed basis, depending on customer participation. There will be no minimum order requirement imposed or allowed. Offers requiring minimum orders will be disqualified.

22. **Inspection and Testing:** The Vendor agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the Vendor's facilities. The District shall also have the right to test at its own cost the materials supplied under this contract. The District may request to review the Vendor's current Hazard Analysis Critical Control Point (HACCP) food safety system for their facility to insure optimum storage and distribution practices.
23. **District Inspection:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this contract. Defective or damaged items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective or damaged products have been previously overlooked by the District and accepted. If any item shall be found defective or damaged at any time before final acceptance of the complete delivery, the Vendor shall immediately remedy such defect in a manner satisfactory to the District.
24. **Force Majeure Clause:** Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the Vendor or the District.
25. **Damage:** The successful Vendor shall promptly correct all deficiencies, defects, and/or damages in equipment or products delivered to the District in accordance with this solicitation. All corrections shall be made within ten (10) calendar days after such deficiencies, defects and/or damages are verbally reported to the Vendor by the Nutrition Services Department. The Vendor shall be responsible for filing, processing, and collecting all damage claims against the shipper when applicable.
26. **Liquidated Damages:** The District shall hold the successful Vendor liable and responsible for all damages which may be sustained because of his/her failure to comply with any conditions herein. Should the Vendor fail to complete the work within the time specified and the Vendor has not previously obtained an extension of time, the District reserves the right to collect liquidated damages. Said liquidated damages shall be assessed at the rate of **\$125 per day** for each calendar day that work remains uncompleted after the time allotted. Assessment of late fees shall not negate any of the other rights and remedies as stipulated in the contract.
27. **Default:** After award of this bid, any Vendor receiving an award that violates any specification, term or condition of this bid can be found in default of this contract. If found in default, remedies include cancellation of contract, replacement of product, costs associated with replacement of product, and removal from the bid list and prohibited from doing business with the District for the remainder of the contract.

TERMS AND CONDITIONS (Continued)

28. **Award to Next Best Vendor:** In the event of default or non-availability of product, the District reserves the right to use the next best Vendor and their stated bid prices as needed.
29. **Termination for convenience:** The District, upon thirty (30) days written notice to bidder, may terminate the contract. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this bid. Other than payments for goods or services satisfactorily rendered prior to the effective date, the bidder shall be entitled to no further compensation or payment of any type from the district.
30. **Termination for Default:** If the bidder refuses or fails to perform all or any part of its obligations, or fails to perform all or any part of its obligations in a timely manner, or if the bidder should be adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its sub-vendors should violate any of the provisions of this contract, the District may serve written notice of its intention to terminate the contract. Such notice shall contain the reasons for the intention to terminate the contract. Unless such violation(s) cease and arrangements satisfactory to the District for the correction have been made within ten (10) days after the serving of such notice, this contract shall, upon the expiration of ten (10) days, cease and terminate.
31. **Prevailing Law:** In the event of any conflict or ambiguity between instructions contained in this solicitation and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law.
32. **Governing Law and Venue:** In the event of litigation, the bid documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.
33. **Buy American Provision:** Pursuant to 7 CFR Part 210.21(d), the District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program Meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Bidder may be required to provide specific information about the percentage of U.S. content in any processed end product.

Additionally per the Consolidated Appropriations Act, 2021: Effect on Nutrition Programs, EUSD is prohibited from using federal funds to procure raw or processed poultry products from the People's Republic of China.

Exceptions to the Buy American provision should be used as a last resort only when there is a limited or lack of availability of good quality domestic product. The bidder will be required to provide "Place of Origin" information upon request.

Bidder is expected to provide a representative to provide the District with technical and other

TERMS AND CONDITIONS (Continued)

assistance as needed.

34. **Americans with Disabilities Act:** Vendor assures the District that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations (42 U.S.C. 12101 et seq.).
35. **Permits and Licenses:** The Vendor shall obtain and, at their expense, pay for any/all licenses/permits required by law for accomplishing any work required in connection with this contract.
36. **Independent Contractor Status:** The relationship between the Vendor and the District is a contractual relationship. While engaged in carrying out the terms and conditions of the Contract, the Vendor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
37. **Non-Collusion Affidavit:** Each Vendor submitting an offer shall execute and submit a non-collusion affidavit in the form attached hereto. Failure to submit such non-collusion affidavit shall be grounds to reject an offer as non-responsive.
38. **Drug-Free Workplace:** Vendor warrants that Vendor is knowledgeable of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.), regarding a drug free workplace and shall abide by and implement its statutory requirements.
39. **Anti-Discrimination:** The District's policy is that Vendors conducting work under this contract will not discriminate against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Vendor Agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and 1726. In addition, the Vendor agrees to require like compliance by any subcontractors employed on the work.
40. **Product Recall:** In the event a Vendor's product is recalled, Vendor will notify the Nutrition Services Department within one (1) hour of becoming aware of the recall situation. Vendor will be responsible for picking up unsafe product and providing replacement, payment, or credit at the District's discretion. Replacement, payment, or credit for recalled items shall be made within thirty (30) days of the date of notification to the District.
41. **Indemnification and Hold Harmless:** Vendor shall indemnify and hold harmless the District, its Board of Education, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to all expenses of litigation, court costs, penalties, and attorneys' fees and other fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of Vendor, its agents, servants, employees, agents, representatives, persons or entities engaged as independent Vendors by Vendor and suppliers, provided, however, that Vendor shall not be required to indemnify for the acts of intentional misconduct or negligence by the party to be indemnified.

TERMS AND CONDITIONS (Continued)

42. **Insurance Requirements:** The Vendor, at its sole cost and expense, shall maintain and shall cause each subcontractor to maintain Comprehensive General Liability and Property Damage insurance to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. Minimum Required Commercial General Liability coverage shall include both bodily injury and property damage as follows.

<u>COVERAGE</u>	<u>MINIMUM LIMITS</u>
General Aggregate	\$2,000,000 (annual)
General Liability	\$1,000,000 per occurrence
Sexual Abuse/Molestation	\$1,000,00 per occurrence
Products/Completed Operation	\$1,000,000 aggregate
Automobile Liability (Combined Single	\$1,000,000 each
Personal and Advertisement Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Rented Premises/Fire	\$300,000
Medical Expense (per person)	\$5,000 each occurrence
Worker's Compensation	\$1,000,000 per occurrence

Prior to commencement of performance of this Agreement, the Vendor shall furnish to the District a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming Escondido Union School District as an additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without thirty (30) days advance written notice to the District. Such certificate shall be delivered to District concurrent with the execution of the agreement. Failure to take out or maintain the required insurance and furnish evidence thereof may be considered default by the Vendor.

43. **Worker's Compensation:** The Vendor shall maintain and shall require all of its subcontractors to maintain Worker's Compensation insurance that meets statutory limits required by the California Labor Code. Successful Vendor must provide proof of Worker's Compensation insurance prior to the effective date of this agreement. Failure to furnish evidence may result in the District declaring the bidder to be non-responsive and non-responsible.

44. **Certification Regarding Suspension and Debarment, Lobbying:**

When contracts exceed \$100,000, the Nutrition Services Department is required to obtain Certification Forms from bidders regarding Suspension, Debarment, and Lobbying. All responding bids must include these completed forms:

- a) Suspension and debarment certification
- b) Certification regarding lobbying
- c) Disclosure of lobbying activities

The Suspension and Debarment Certification form certifies that neither the bidder nor any of its principals have been proposed for debarment, debarred, or suspended by a federal agency.

The Certification Regarding Lobbying form must be completed.

The Disclosure of Lobbying Activities form may need to be completed if any payment has been made or will be made to any person or lobbying entity.

School Food Authorities are prohibited from contracting with a vendor that has been debarred, proposed for debarment or suspended.

TERMS AND CONDITIONS (Continued)

45. **Past Performance:** A Vendor may be ruled “non-responsible” based upon Vendor’s unacceptable past performance that may include but is not limited to: late/non deliveries, partial deliveries, delivery of wrong materials, products, not meeting specification, providing incorrect prices, invoicing problems, default, etc.
46. **References:** Vendors must provide a minimum of three (3) customer references that are current within the last three (3) years. These references must have received services that were similar in the scope and nature of the services being requested in this solicitation. The District may contact any or all references during the evaluation process. Vendors must complete the Vendor Profile/Reference form contained herein.
47. **Usage Reports:** Vendor must provide accurate Usage Reports to the District that contains the total usage of all items under contract. These reports shall include total monthly and year-to-date quantities and dollar amounts per item used. The report shall include the following: product description, unit pack, brand name, total quantities purchased (i.e., case or broken case unit), cost per item, and total extended cost for each item. Usage reports shall be submitted within fifteen (15) calendar days after the end of each month or as otherwise requested. Monthly payments may be withheld at the discretion of the District until acceptable reports are received.
- Vendor must provide accurate quarterly usage reports to commodity tracking websites (Processorlink, K12 Foodservice, Nardones, Don Lee, ect.) The report allows the District to accurately track commodity balances throughout the school year.
48. **Conflicts in the Contract Documents:** The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract Documents, the parties agree that the document providing the highest quality and level of service shall supersede any inconsistent version of these documents.
49. **Headings and Captions:** The headings and captions used in this Contract are for convenience only. They are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.
50. **Gifts and Gratuities:** It is the policy of the District not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.
51. **Estimated Usages:** The bid contains estimated usage for the 24/25 school year. We are not responsible for declining enrollment and fluctuation of participation. While we will do our best to fill the orders, we reserve the right not to be responsible for bringing in estimated amount stated.
52. **Distributor Warehouse Holding:** It is being requested that the awarded Vendor(s) do not bring in and store our awarded food items to their Warehouses more than two (2) months in advance to prevent our food items expiring to soon.

SPECIFICATIONS/CONTRACT SCOPE

1. **Purpose:** Escondido Union School District Nutrition Services Department is soliciting bids to provide and deliver food and grocery items to the Nutrition Services Warehouse. Prices quoted shall include, but not be limited to, all charges for the items, and all associated processing, packing, handling, freight, fuel, distribution, and inside delivery.
2. **Method of Pricing and Completing Bid:** Bidder shall offer one firm, fixed price for each item offered. Alternate bids will be rejected. Bids stating "will negotiate" or "to be determined" or similarly vague language will be considered as non-responsive and will be subject to rejection of bid. For commodity items, Vendors can bid the fee per case and need not specify the type of fee (Fee for Service, Net of Invoice, and Modified Fee for Service or Automatic Rebate) that will be charged per case.

Bidder must indicate brand name, product code number, and case count or weight for each item bid.

Errors in price computation on the Bid Proposal Forms do not relieve bidder from holding price. Errors in price computation may not be corrected until the next regularly scheduled price adjustment period.

3. **Method of Award:** The Contract(s) will be awarded, by line item, to the most responsive and responsible bidder (s) meeting the District's terms, conditions, and specifications. With regard to Commodity/Commercial items, the District will order from the Commodity first. Failure to complete the requested information for an item on the Bid Proposal Forms will result in disqualification of the item. Bidders should carefully consider each item for conformance to specifications.
4. **Evaluation Criteria:** The factors used to decide the award will **NOT** be based on price alone, but also on the following: price, experience, competency, credibility, food safety responsibility and responsiveness. Other factors that may be used in the evaluation will be nutritional contribution of the product; marketability of the product; yield of raw product; applicable labeling requirements; compliance with contract terms, conditions, and specifications; discounts offered; Vendor's past performance; minimum order and delivery; payment terms; long term costs; and, any other relevant factor that may arise during the review process after bid opening.
5. **Order Form:** The successful Vendor may be required to use order forms designed by the District. At a minimum, each order will include product name, quantity, product code, and product description. **No item may be shipped or service performed that is not listed on the purchase order.**

Method of ordering, emergency or otherwise, must include at least three of the following:

- a. An answered phone that is checked at least twice daily.
- b. Fax machine that is checked at least twice daily.
- c. Email that is checked at least twice daily.
- d. On-line ordering that is checked at least once each day.
- e. Customer service representative.

SPECIFICATIONS/CONTRACT SCOPE (Continued)

6. **Notification of Late Delivery:** The successful Vendor shall promptly notify the Nutrition Services Director or designee a minimum of twenty four (24) hours in advance if an item cannot be delivered within the specified delivery time. The District reserves the right to purchase food at a fair market value from another source. The vendor shall pay the District the price difference between the original bid price and the price of the substituted food item(s). Late deliveries and product shortages can result in the Vendor being recommended for default, as defined in the contract.
7. **Delivery Site:** The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. Deliveries will be made, as scheduled, to the EUSD Nutrition Services Warehouse at 150 W. Lincoln Avenue, Escondido, CA 92026, Phone (760)432-2456, or (760)432-2291.

ALL DELIVERIES ARE ACCEPTED MONDAY THROUGH FRIDAY, BETWEEN THE HOURS OF 6:30AM - 1:30PM (WITH THE EXCEPTION OF DESIGNATED HOLIDAYS). IF A DELIVERY ARRIVES AFTER 1:30PM, EUSD NUTRITION SERVICES RESERVES THE RIGHT TO REFUSE THE DELIVERY AND REQUIRE THE DELIVERY BE MADE THE FOLLOWING DAY (UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE TO ACCEPT A LATE DELIVERY).

THE DELIVERY ADDRESS, 150 W. LINCOLN AVENUE, DOES NOT HAVE A DELIVERY / LOADING DOCK. AS A RESULT, THE EUSD NUTRITION SERVICES WAREHOUSE IS A "DRIVER ASSIST SITE". MEANING, THE DRIVER MAKING THE DELIVERY IS GOING TO BE ASKED TO ASSIST WITH THE OFF-LOADING OF PRODUCT. EITHER THE DRIVER REMOVES THE PRODUCT FROM THE TRUCK/TRAILER AND PLACES THE PRODUCT IN DESIGNATED AREA, OR THE DRIVER MAY MOVE THE PRODUCT / PALLETS TO THE END OF THE TRUCK / TRAILER WHERE THE EUSD WAREHOUSE STAFF CAN REMOVE THE PRODUCT USING A FORKLIFT. IF NECESSARY A PALLET JACK OR CHAIN AND GRIPPER CAN BE MADE AVAILABLE TO ASSIST WITH THE OFF-LOADING PROCESS. IN ADDITION, EACH INDIVIDUAL ITEM / PRODUCT MUST BE PLACED ON ITS OWN PALLET. PRODUCT CAN NOT BE MIXED WITH DIFFERENT PRODUCT AT ANY TIME, UNLESS INDIVIDUALLY PALLETIZED, THEN STACKED ACCORDINGLY. IN OTHER WORDS, A PALLET MUST SEPARATE DIFFERENT ITEMS / PRODUCT WHEN STACKED TOGETHER.

8. **Delivery Conditions:** The Vendor's delivery person shall display identification as an employee of the Vendor and check in with the Nutrition Services Warehouse Supervisor or designated representative upon arrival at the Nutrition Services Warehouse prior to unloading product into the facility. The merchandise will be unloaded and placed in the building in an area designated by an authorized representative of the District. Nutrition Services staff members shall not be required to enter Vendor's vehicles to verify any issues related to the delivery.
9. **Condition of Product at time of Delivery:** Vendors shall assure that refrigerated trucks are used to protect perishable products during transport and that these trucks comply with all ServSafe/Hazard Analysis Critical Control Point (HACCP) regulations. Upon delivery, all products shall be in compliance with applicable specifications and will be examined by the District's representative for cleanliness and soundness. The successful Vendor must credit the District the

SPECIFICATIONS/CONTRACT SCOPE (Continued)

full value of any product that is discovered to have an expired date code, is defective, or is considered to have been tampered with in any way prior to its arrival at the District's Nutrition Warehouse. This includes any hidden damage discovered after acceptance and deliveries made at the District's Nutrition Warehouse.

10. **Delivery Temperatures:** All frozen foods shall be delivered in a hard frozen state at 0 degrees Fahrenheit or below. Partially thawed products with evidence of thawing and re-freezing will be rejected at the time of delivery. Nutrition Services Warehouse will not refreeze partially thawed deliveries. All refrigerated products shall be delivered at a product temperature of 35 to 40 degrees Fahrenheit, and shall have been maintained at this temperature at all times during storage and shipment. All dry products shall be at 50–70 degrees Fahrenheit.
11. **Sanitation/Safety:** The successful Vendor will warrant that all food shall be fresh, clean, wholesome upon delivery, and prepared in properly equipped facilities under modern sanitary conditions in accordance with the best commercial practice. All items shall be free from decay, discoloration, foreign matter, and shall pass through metal detection before packaging. Containers shall be clean, sound, compact, sturdy, and sealed. If the food has already been delivered the successful Vendor will be required to pick up the unacceptable food and issue a credit or provide a replacement in ten (10) days. All products shall bear visible freshness code dates and shall meet industry standards for remaining shelf-life upon delivery to the schools.
12. **Safety and Quality Assurance:** The Vendor shall have a safety and quality assurance program in place that meets or exceeds the USDA's Good Agricultural Practices (GAP) and Good Handling Practices (GHP) guidelines. This program shall include best practices for vetting prospective farmers and providing an audit trail for all products back to the point of origin. In addition, it shall ensure the following:
 - Standardize quality and ensure that items are delivered free of damage.
 - Follow First-In, First-Out (FIFO) stock rotation system.
 - Ensure products are processed according to health and sanitation standards required by State law.
 - Monitor shelf life and guarantee products have sufficient shelf life remaining until next delivery date.
 - Screen prepared produce with metal detector to ensure items do not contain metal objects.
 - Provide product from vendors with Hazard Analysis Critical Control Point (HACCP) systems in place.
 - Make certain that correct items and quantities are selected and delivered.
 - Monitor customer satisfaction aspects of service provided.
 - Ensure processors, FDA, and State initiated food recalls are promptly reported to the District.
13. **Hazard Analysis Critical Control Point (HACCP) Program:** The successful Vendor must provide documentation prior to starting work stating that they have a HACCP program in place or documentation of manufacturing practices that follow food safety compliance.
14. **Packaging and Condition:** All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged containers may be rejected and returned for credit or replaced immediately at no cost to the

SPECIFICATIONS/CONTRACT SCOPE (Continued)

District for product or delivery.

15. **Labeling:** All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans. All ingredients shall be listed by their common or usual name in descending order of predominance by weight.

The District discourages the use of the following ingredients: mono-sodium glutamate (MSG), high fructose corn syrup (HFCS), Trans fatty acids/partially hydrogenated oil, nitrites, nitrates, red dye #40, and yellow dye #5. The District reserves the right to award or not award items that contain any of the preceding ingredients.

Packages shall be clearly labeled with product name, open code dating, and weight. Cases of product must indicate pack code or expiration date. If code is encrypted, the District may request that Vendor provide key from manufacturer to decode information.

16. **Manufacturer's Date Code:** Vendor(s) shall notify the District if the manufacturer's code is one of the following: Sell-by or Pull-by date; Use-by date; Expiration date; Best-by date; or Pack date (state how long product is good for from pack date). The Vendor must provide the District an explanation of the manufacturer's expiration date code.

All product delivered shall have a minimum ninety (90) day shelf life at the time of delivery acceptance by the District Nutrition Warehouse Staff. Any deliveries made that do not meet this standard will be refused.

17. **Nutrition Policy:** The District requires that all food items have only the minimum amount of sodium, fat, sugar, and/or other additives that are absolutely necessary for food preservation and safety, while still providing a product with good flavor, texture, and palatability. The finished product must be a product with good flavor and texture that is palatable to students.
18. **Trans Fat:** Federal & State law prohibit any food items containing artificial Trans fat unless the manufacturer's documentation or the nutrition facts label lists the Trans fat content as less than 0.5 grams per serving. A food item contains artificial Trans fat if it contains vegetable shortening, margarine, or any kind of hydrogenated or partially hydrogenated vegetable oil.
19. **Nutrition Information:** Within thirty (30) days following the award of bid, the bidder must provide the District with current nutritional information for each item awarded on the contract. A nutrition facts label or nutrient analysis from the manufacturer must be provided that includes the following information: serving size, calories, total fat, saturated fat, trans fat, cholesterol, sodium, total carbohydrates, dietary fiber, sugar, protein, vitamin A, vitamin C, iron and calcium._

In addition, a product formulation statement from the manufacturer must be provided for all meat/meat alternate and grain items showing how the contributions to the school meal pattern were calculated.

Food manufacturers must disclose in plain language whether their products contain or may contain any of the top eight allergenic foods: egg, milk, peanut, tree nuts, soy, wheat, shellfish, and fish.

SPECIFICATIONS/CONTRACT SCOPE (Continued)

Nutritional information for each “or equal” item that is bid must be included in the bid response. An “or equal” bid will not be considered without written manufacturer specifications.

Bidder must notify the District immediately regarding any changes to specification sheets, ingredients or nutrition facts as that information becomes available from the manufacturers.

20. **Rejected Product:** Any product rejected by the Nutrition Services Warehouse Staff must be removed from the warehouse location by the successful Vendor within ten (10) days from notification to the Vendor. Any product left after the ten (10) days will be considered abandoned by the Vendor and may be disposed of as District property.
21. **Processed Food Registration:** California Health and Safety Code Section 110460, et seq. requires all businesses engaged in the manufacturing, packing, labeling, or holding (warehousing) of processed food products in this state to register annually with CDHS-FDB. Certification and registration by the California Department of Health Services is required of all Vendors. **Submit a copy of this certification with the bid in order for your items to be considered for award.**

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with bid)

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and
says that (Name)

she/he is _____
(Title)

of _____
(Name of Company)

the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Executed on _____, 2024, at _____, California.

Signature of Bidder _____

Print Name and Title _____

Subscribed and sworn to before me this _____ day of __, 2024

Notary Public In and for said County and State

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the Escondido Union School District (hereinafter referred to as the "District") and

(hereinafter referred to as the "Vendor") for the Request for Proposal (RFP) No. NS-24-25

This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service 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 or grant awarded by a State agency may be subject to suspension of payments or termination, and the Vendor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their 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:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision "A," and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances 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; the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the Act.

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.

Company Name:

Name (typed/printed)

Title

Signature

Date

ESCONDIDO UNION SCHOOL DISTRICT
Request for Proposal (RFP) No. NS-24-25

California Department of Education
PRU 11

Nutrition Services Division
March 2024

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

A. The Respondent certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of 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 statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) 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 (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the Respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Contractor/Company Name Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$250,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non- procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**ESCONDIDO UNION SCHOOL DISTRICT
Request for Proposal (RFP) No. NS-24-25**

California Department of Education
PRU 12

Procurement Resources Unit
March 2024

Attachment I: Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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 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 the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

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

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE _____

(Signature)

(Date)

ESCONDIDO UNION SCHOOL DISTRICT
Request for Proposal (RFP) No. NS-24-25

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

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

1. Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	3. Report Type: _____ a. initial filing _____ b. material change For material change only: Year _____ _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee _____ Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

ESCONDIDO UNION SCHOOL DISTRICT
Request for Proposal (RFP) No. NS-24-25

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

EVALUATION AND AWARD

TECHNICAL and PRICE EVALUATION for RESPONSIVE PROPOSERS

To be deemed responsive and qualify for evaluation, a proposal must be timely submitted and materially satisfy all mandatory requirements identified in this RFP. Nonresponsive Proposers will not be evaluated. Contracts are awarded to the responsive & responsible Proposer, with the maximum awarded points.

<u>Evaluation Criteria</u>	<u>Maximum Points</u>
Experience, Competence, Responsive	20
Customer References	10
Responsibility and Business Sustainability	10
Food Safety - HACCP Plan and Plant Security	10
Price	50
Total Points Possible	100

1. **GEOGRAPHIC PREFERENCES:**EUSD may not apply geographic preferences in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by EUSD in a Child Nutrition Program. See 2 C.F.R. § 200.319.
2. **CONFLICT OF INTEREST:** No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. See 2 C.F.R. § 200.318(c)(1).EUSD officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. EUSD maintains written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
3. **NON-EXCLUSIVITY AND MULTIPLE AWARDS:** Any Contract resulting from this RFP is non-exclusive. EUSD reserves the right to make no awards or award one or more Contracts, in part or in whole, to a single Vendor or to multiple Vendors.
4. **DISQUALIFICATION:** Proposer may be disqualified before or after EUSD opens proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to the District. Non-Responsive Proposals and deviations/exceptions stipulated in Vendor's response may also result in disqualification.
5. **AWARD OF CONTRACT:** In accordance with applicable laws, rules, and regulations for public procurement, any award(s) will be made to the Responsible Vendor(s) whose Proposal(s) is/are determined to be the Best Value to EUSD.
6. **FORMATION OF CONTRACT:** A signed and submitted Proposal constitutes an offer to Contract with EUSD to provide the goods and/or perform the services specified in this RFP, thus eliminating the need for the formal signing of a separate contract. An RFP does not become a contract unless and until it is accepted by EUSD after approval by the EUSD Board of Trustees. **No Vendor shall obtain any interests or rights in any award until the individual Districts participating issue Purchase Orders in the name of the vendor(s).**

ESCONDIDO UNION SCHOOL DISTRICT
Request for Proposal (RFP) No. NS-24-25

Escondido Union School District
Request for Proposal (RFP) No. NS-24-25
Distribution of Processed USDA Foods and Commercial Food Products

VENDOR QUESTIONNAIRE

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

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

1. Will you be able to meet the specified delivery days, hours, and deliveries per week?
Check: Yes ___ or No ___
If NO, attach proposed delivery schedule.
2. Do you require a minimum number of cases, pounds, or value for deliveries? (Pertains to Direct Deliveries Only)
Check: Yes ___ or No ___
If YES please state your minimum delivery amounts (dollar amount, case quantity, etc)
3. What is your procedure for notifying customers of shortages?
4. What is your procedure for notifying customers of a product recall?
5. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last 2 years? If so, please explain.
6. Has your firm defaulted or been replaced at the will of a district during the school year within the **last 5 years**? If so, explain.

ESCONDIDO UNION SCHOOL DISTRICT
Request for Proposal (RFP) No. NS-24-25

7. Do you have an on-line order system? Please explain.
8. What is the lead time you require for orders that ensures a 95% fill rate?
9. How will emergency deliveries (deliveries not on a scheduled date) be handled?
10. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on?
11. Please describe the velocity reports that you send to commodity tracking websites (e.g. monthly usage, data analysis, business intelligence, etc.). How often are these reports sent annually?
12. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas?
13. Briefly describe your food safety - HACCP plan and provisions for plant/delivery security.
14. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability?

ESCONDIDO UNION SCHOOL DISTRICT
Request for Proposal (RFP) No. NS-24-25

15. Will combination refrigerated/freezer trucks be used to deliver frozen and refrigerated items at the same time?

Check: Yes ____ or No ____

How do you address dry products on the same order as frozen/ refrigerated products?

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor.	
Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Date	

Date _____

VENDOR PROFILE/REFERENCES

Qualifications of Vendor: Vendors must have the capability and capacity in all respects to fully satisfy the contractual requirements as specified. Indicate your company name and the length of time you have been in business providing this type of service:

Name of Vendor _____
Years in Business _____ Months _____

VENDOR REFERENCES

Vendors shall provide a listing of a least three (3) references for which the company has provided specified goods/services of the same or greater scope offered within the last three (3) years. Escondido Union School District cannot be used as a reference. The District reserves the right to contact the references regarding the performance of the proposed system and the qualifications of the Vendor.

1. Agency Name: _____
Business Address: _____

Contact Person: _____
Telephone Number: _____
Email Address: _____
Size/Scope of Contract: _____
Dates of Service: _____
2. Agency Name: _____
Business Address: _____

Contact Person: _____
Telephone Number: _____
Email Address: _____
Size/Scope of Contract: _____
Dates of Service: _____
3. Agency Name: _____
Business Address: _____

Contact Person: _____
Telephone Number: _____
Email Address: _____
Size/Scope of Contract: _____
Dates of Service: _____

AGREEMENT

This Agreement is entered into by and between the Escondido Union School District, hereinafter referred to as "District" and

(Company Name)

Hereinafter called the "Vendor".

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **TERM:** The term of this Agreement shall be for one year from **July 1, 2024 through June 30, 2025**. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.
2. **SCOPE OF WORK:** Vendor shall perform and render all goods and services as prescribed and required by the Terms and Conditions, Notice to Bidders, Information for Bidders, Specifications, Bid Proposal Form, and all documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.
3. **HOLD HARMLESS CLAUSE:** The Vendor must hold, keep, bear harmless and fully indemnify the District and all of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by the District or by any of its officers or agents, or articles to be supplied under this contract.
4. **THE DISTRICTS INSPECTOR:** All items shall be subject to the District inspection. Inspection of items shall not relieve the Vendor from any obligation to fulfill this Contract. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall forthwith remedy such defect in a manner satisfactory to the District.
5. **REMOVAL OF REJECTED ITEMS:** 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 Vendor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.
6. **TERMINATION:** This Agreement may be terminated by the District upon thirty (30) days' written notice to Vendor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.
7. **CONTRACT RELATIONSHIP:** While engaged in carrying out and complying with the terms and conditions of this Contract, the Vendor is an independent contractor, and is not an officer, employee, or agent of the District.
8. **CONTRACT DOCUMENTS:** The complete Contract consists of the following documents: The Notice to Bidders, Information for Bidders, the Accepted Bid, Terms and Conditions, Specifications, and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.
9. **INSURANCE PERMITS AND LICENSES REQUIRED OF THE VENDOR:** The Vendor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Terms and Conditions.

The Vendor and all of its employees/agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of the goods and services covered under this Contract. All operation and materials shall be in accordance with the law.

AGREEMENT (Continued)

10. **DELAY DUE TO UNFORESEEN OBSTACLES:** The parties to this Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault of neglect of the party not performing.
11. **PAYMENTS:** Vendor will be paid net forty five (45) days upon receipt of invoice and acceptance of goods and services specified. For prompt payment, billing must be accurate in all details, and invoices must be submitted to the Escondido Union School District Nutrition Services Department. Attention: Nutrition Services Accountant.
12. **COMPENSATION:** Vendor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Contract Documents, incorporated herein by reference.
13. **PRICES:** All prices and percentages agreed upon by the parties hereto shall remain firm for the twelve (12) month term of the contract. The Vendor agrees to this condition by signing this Agreement. Price adjustments, if any, will be submitted for consideration during the annual renewal process.
14. **ASSIGNMENT OF CONTRACT:** The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the written consent of the District.
15. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified in this Agreement. Vendor, by execution of the Agreement, acknowledges Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

VENDOR

Signature

Name (typed/printed)

Title

Date

Company Name

ESCONDIDO UNION SCHOOL DISTRICT

Signature

Doug Paulson
Name (typed/printed)

Clerk, Board of Education
Title

Date

**B FOOD AND GROCERIES
BID PROPOSAL FORM
(CONTINUED)**

TO THE BOARD OF EDUCATION OF ESCONDIDO UNION SCHOOL DISTRICT:

The undersigned has read the proposal and purposes and agrees to enter into a Contract for furnishing to the Escondido Union School District, San Diego County, hereinafter called the District, the required delivery of Food and Groceries at the stated rates; subject to all of the Terms and Conditions of the Notice Inviting Bids, Contract Documents, Specifications, Instructions set forth, including Addenda Nos., and , on file at the Nutrition Department of said District for the prices set opposite the items listed herein. Prices quoted shall include, but not be limited to, all charges for the items, and all associated processing, packaging, handling, freight, fuel, distribution and inside delivery.

The Vendor shall specify the name and nature of their legal entity. The Proposal shall be signed under the correct firm name by an officer/employee authorized to obligate the Vendor. By its signature hereunder, Vendor certifies, under penalty of perjury, that all information contained herein is true and correct.

CHECK ONE

- ☐ Sole Ownership:
☐ Partnership:
☐ Corporation:
☐ Other:

Company Name

Authorized By (signature)

Name of Authorized Signer (typed/printed)

Title

Cell Number

Date

Address

City, State, Zip Code

Office Phone Number

Fax Number

E-Mail Address

Company Web Site

**FOOD AND GROCERIES
BID PROPOSAL FORM (CONTINUED)**

TO THE BOARD OF EDUCATION OF ESCONDIDO UNION SCHOOL DISTRICT:

The undersigned has read the proposal and purposes and agrees to enter into a Contract for furnishing to the Escondido Union School District, San Diego County, hereinafter called the District, the required delivery of Food and Groceries at the stated rates; subject to all of the Terms and Conditions of the Notice Inviting Bids, Contract Documents, Specifications, Instructions set forth, including Addenda Nos., and , on file at the Nutrition Department of said District for the prices set opposite the items listed herein. Prices quoted shall include, but not be limited to, all charges for the items, and all associated processing, packaging, handling, freight, fuel, distribution and inside delivery.

The Vendor shall specify the name and nature of their legal entity. The Proposal shall be signed under the correct firm name by an officer/employee authorized to obligate the Vendor. By its signature hereunder, Vendor certifies, under penalty of perjury, that all information contained herein is true and correct.

CHECK ONE

- ☐ Sole Ownership:
☐ Partnership:
☐ Corporation:
☐ Other:

Company Name

Authorized By (signature)

Name of Authorized Signer (typed/printed)

Title

Cell Number

Date

Address

City, State, Zip Code

Office Phone Number

Fax Number

E-Mail Address

Company Web Site

BID SUBMISSION CHECKLIST

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the District. For your bid to be responsive, all required attachments must be returned. Please return this checklist with your bid package.

Required by Vendor

Submission Requirement

<input type="checkbox"/>	Non-Collusion Affidavit - Notarized
<input type="checkbox"/>	Suspension and Debarment Certification – Signed (For contracts \$25,000+)
<input type="checkbox"/>	Certification Regarding Lobbying Form – Signed (For contracts \$100,000+)
<input type="checkbox"/>	Disclosure of Lobbying Activities Form - Signed
<input type="checkbox"/>	Vendor Profile/References
<input type="checkbox"/>	Agreement - Signed
<input type="checkbox"/>	Bid Proposal Forms - Signed
<input type="checkbox"/>	Processed Food Registration Certificate**See page 19**
The Following Submittals Are Required Upon Notice Of Award	
<input type="checkbox"/>	Certificate of liability insurance
<input type="checkbox"/>	Proof of Workers' Compensation insurance
<input type="checkbox"/>	Drug-Free Workplace Certification Form - Signed
<input type="checkbox"/>	2024/2025 Product Specification Sheet/Product Formulation Sheet-Singed
<input type="checkbox"/>	Product Formulation and Specification Sheet - Signed
<input type="checkbox"/>	Ingredient Statement for each item Bid
<input type="checkbox"/>	Buy American Certification
<input type="checkbox"/>	Explanation of Code Dates
<input type="checkbox"/>	Notification of Hazard Analysis Critical Control Point (HACCP) Compliance

Company Name: _____

Formulation Statement for Documenting Grains in School Meals
Required Beginning SY 2013-2014
(Crediting Standards Based on Grams of Creditable Grains)

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: _____ Code No.: _____

Manufacturer: _____ Case/Pack/Count/Portion/Size: _____

I. Does the product meet the Whole Grain-Rich Criteria? Yes ____ No ____

(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program)

II. Does the product contain non-creditable grains? Yes ____ No ____ **How many grams:**

(Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may be credited using the amount of creditable grains only.)

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into

Groups A-G, Group H or Group I. *(Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq, and Group I is reported by volume or weight).*

Indicate which Exhibit A Group the Product belongs to: _____

Description of Creditable Grain Ingredient*	Portion Size**	Grams of Creditable Grain Ingredient per Portion ¹	Gram Standard of Creditable Grain per oz equivalent (16g or 28g)	Creditable Amount ²
A. Total Creditable Amount³				

* Creditable grains are whole grain meal/flour and enriched meal/flour.

** If known, use the raw dough weight for a more accurate creditable amount.

¹ (Portion size) X (% of creditable grain in formula).

² (Total grams of creditable grains) ÷ (standard grams of creditable grains for corresponding Group of Exhibit A).

³ Total creditable amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased _____

Total contribution of product (per portion) _____

I certify that the above information is true and correct and that a _____ ounce portion of this product (ready for serving) provides _____ oz equivalent Grains. I further certify that non-creditable grains are not above 0.24 oz. eq. per portion.

Signature

Title

Printed Name

Date

Phone Number

Formulation Statement for Documenting Grains in School Meals
Required Beginning SY 2013-2014
[Crediting Standards Based on Revised Exhibit A]
weights per oz equivalent

School Food Authorities (SFAs) should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: _____ Code No.: _____

Manufacturer: _____ Case/Pack/Content/Portion/Size: _____

I. Does the product meet the Whole Grain-Rich criteria: Yes _____ No _____
(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program)

II. Does the product contain non-creditable grains: Yes _____ No _____ **How many grams:** _____
(Products with more than 0.24oz equivalent or 3.99 grams for Groups A-G and 4.99 grams for Group H of non-creditable grains cannot be credited under Exhibit A weights. Please use template for crediting using amount of creditable grains).

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program Exhibit A to determine if the product fits into Groups A-G, Group H or Group I. (Please be aware that different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 20 grams creditable grain per oz eq; and Group I is reported by volume or weight).
Indicate which Exhibit A Group (A-I) the Product Belongs: _____

Description of Product or Food Buying Unit	Portion Size of Product as Purchased	Weight of one ounce equivalent as listed in SP 30-2012	Creditable Amount ¹
A. Total Creditable Amount²			

¹ (Portion size) ÷ (Exhibit A weight for one oz eq)

² Total Creditable Amount must be rounded **down** to the nearest quarter (0.25 oz eq). Do **not** round up.

Total weight (per portion) of product as purchased _____
Total contribution of product (per portion) _____

I further certify that the above information is true and correct and that one ounce portion of this product (per serving) provides _____ oz equivalent Grains. I further certify that non-creditable grains are not above 0.24 oz eq. per portion.

Signature _____

Title _____

Printed Name _____

Date _____

Phone Number _____

**ESCONDIDO UNION SCHOOL DISTRICT
Request for Proposal (RFP) No. NS-24-25**

BUY AMERICAN CERTIFICATION

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

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

There are two situations which may warrant a waiver to permit purchases of foreign food products include:

1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

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

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

Attach additional sheets if necessary.

Name of Distributor

Date

Signature of Authorized Official

Title

ESCONDIDO UNION SCHOOL DISTRICT
Request for Proposal (RFP) No. NS-24-25

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

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

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

To be submitted with bid response

Federal Nondiscrimination Statement

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) (PDF) found online at the [Filing a Discrimination Complaint](#) as a USDA Customer Web page External link opens in new window or tab. and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
fax: 202-690-7442; or
email: program.intake@usda.gov.

USDA is an equal opportunity provider.

COMMODITY PROCESSED

Item No.	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
1	Beef, Cheeseburger Sliders, Mini, WG, IW, 4.55 oz ea., 72/CS, Don Lee Farms, #QCB455 or Approved Equal Commodity Processed.	1500		\$ -	
	Beef, Cheeseburger Sliders, Mini, WG, IW, 4.55 oz ea., 72/CS, Don Lee Farms, #QCB455 or Approved Equal Non-Commodity.			\$ -	
2	Beef, Crumble, Fully cooked, seasoned, 40 LB/CS. Don Lee Farms #CNQ15401 or Approved Equal Commodity Processed.	25		\$ -	
	Beef, Crumble, Fully cooked, seasoned, 30 LB/CS. Don Lee Farms #CNQ1541 or Approved Equal Non-Commodity.			\$ -	
3	Beef, Meatballs, Fully cooked, Italian, 1000 (.5oz)/CS. Don Lee Farms #CNQ19053 or Approved Equal Commodity Processed.	250		\$ -	
	Beef, Meatballs, Fully cooked, Italian, 1000 (.5oz)/CS. Don Lee Farms #CNQ19053 or Approved Equal Non-Commodity.			\$ -	
4	Beef, Patty, Fully cooked, 160 3oz ea./CS. Don Lee Farms #CNQ0930031 or Approved Equal Commodity Processed.	350		\$ -	
	Beef, Patty, Fully cooked, 160 3oz ea./CS. Don Lee Farms #CNQ0930031 or Approved Equal Non-Commodity.			\$ -	
5	Beef, Taco Filling, Fully cooked, 30#/CS. JTM #CP5249 or Approved Equal Commodity Processed.	300		\$ -	
	Beef, Taco Filling, Fully cooked, 30#/CS. JTM #5249 or Approved Equal Non-Commodity.			\$ -	
6	Breadstick, Cheese, RF, Garlic, WG, 72/ 2.13oz /CS. Boscors #10000048461 or Approved Equal Commodity Processed.	400		\$ -	
	Breadstick, Cheese, RF, Garlic, WG, 72/ 2.13oz /CS. Boscors #10000048461 or Approved Equal Non-Commodity.			\$ -	

COMMODITY PROCESSED

Item No.	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
7	Burrito, Bean & Cheese, En Fuego, WG, 80/ 6.05oz./CS. MCI Foods\ Los Cabos #71471 or Approved Equal Commodity Processed.	550		\$ -	
	Burrito, Bean & Cheese, En Fuego, WG, 80/ 6.05oz./CS. MCI Foods\ Los Cabos #71471 or Approved Equal Non-Commodity.			\$ -	
8	Burrito, Bean & Cheese de Chili Relleno, WG, 36/ 7.66oz./CS. MCI Foods\ Los Cabos #71683 or Approved Equal Commodity Processed.	125		\$ -	
	Burrito, Bean & Cheese de Chili Relleno, WG, 36/ 7.66oz./CS. MCI Foods\ Los Cabos #716831 or Approved Equal Non-Commodity.			\$ -	
9	Burrito, Shredded Beef Chile Colorado, WG, 36/ 6.45oz./CS. MCI Foods\ Los Cabos #71686 or Approved Equal Commodity Processed.	125		\$ -	
	Burrito, Shredded Beef Chile Colorado, WG, 36/ 6.45oz./CS. MCI Foods\ Los Cabos #71686 or Approved Equal Non-Commodity.			\$ -	
10	Cheese, Shredded Cheddar, Mild, 4/ 5LB/CS. Land O Lakes #41749 or Approved Equal Commodity Processed.	350		\$ -	
	Cheese, Shredded Cheddar, Mild, 4/ 5LB/CS. Land O Lakes #41749 or Approved Equal Non-Commodity.			\$ -	
11	Cheese, Sliced American, Yellow, 6/ 5LB/CS. Land O Lakes #46255 or Approved Equal Commodity Processed.	270		\$ -	
	Cheese, Sliced American, Yellow, 6/ 5LB/CS. Land O Lakes #46255 or Approved Equal Non-Commodity.			\$ -	
12	Cheese Sauce Pouch, Ultimate Jalapeno, 6/ 106oz/CS. Land O Lakes #39946 or Approved Equal Commodity Processed.	280		\$ -	
	Cheese Sauce Pouch, Ultimate Jalapeno, 6/ 106oz/CS. Land O Lakes #39946 or Approved Equal Non-Commodity.			\$ -	
13	Cheese Bites, Mozzarella, Jalapeno, 8/ 3LB/CS. Rich's #19864 or Approved Equal Commodity Processed.	240		\$ -	

COMMODITY PROCESSED

Item No.	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
13	Cheese Bites, Mozzarella, Jalapeno, 8/ 3LB/CS. Rich's #19864 or Approved Equal Non-Commodity.	340		\$ -	
14	Cheese Cup, Jalapeno, Frozen, 96/3.7oz/CS. Tabatchnick #99851 or Approved Equal. Commodity Processed.	460		\$ -	
	Cheese Cup, Jalapeno, Frozen, 96/3.7oz/CS. Tabatchnick #99851 or Approved Equal Non-Commodity.			\$ -	
15	Cheese Pouch, Jalapeno, 6/ 106oz/CS. Land O Lakes #39946 or Approved Equal. Commodity Processed.	320		\$ -	
	Cheese Pouch, Jalapeno, 6/ 106oz/CS. Land O Lakes #39946 or Approved Equal Non-Commodity.			\$ -	
16	Cheese Garlic French Bread, 8", WW 60/4.5oz/CS. Rich's #60WGUM2 or Approved Equal. Commodity Processed.	500		\$ -	
	Cheese Garlic French Bread, 8", WW 60/4.5oz/CS. Rich's #60WGUM2 or Approved Equal Non-Commodity.			\$ -	
17	Chicken, Chunk, White Meat, NAE, Artisan WG, 78/ 4.08oz/CS, Rich Chicks #23409 or Approved Equal Commodity processed.	700		\$ -	
	Chicken, Chunk, White Meat, NAE, Artisan WG, 78/ 4.08oz/CS, Rich Chicks #23409 or Approved Equal Commodity processed.			\$ -	
18	Chicken, Spicy WG breaded Breast Patty, NAE, 78/ 4.10 oz. /CS, Rich Chicks #13445 or Approved Equal Commodity processed.	525		\$ -	
	Chicken, Spicy WG breaded Breast Patty, NAE, 78/ 4.10 oz. /CS, Rich Chicks #13445 or Approved Equal Non Commodity processed.			\$ -	

COMMODITY PROCESSED

Item No.	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
19	Chicken, WG breaded Breast Patty, NAE, Case, 78/ 4.10oz/CS, Rich Chicks #54486 or Approved Equal Commodity processed.	400		\$ -	
	Chicken, WG breaded Breast Patty, NAE, Case, 78/ 4.10oz/CS, Rich Chicks #54486 or Approved Equal Non Commodity processed.			\$ -	
20	Chicken, WG breaded Drumsticks, NAE, Case, 92/ 4.4oz/CS, Tyson Foods #16660100928 or Approved Equal Commodity processed.	275		\$ -	
	Chicken, WG breaded Drumsticks, NAE, Case, 92/ 4.4oz/CS, Tyson Foods #16660100928 or Approved Equal Non Commodity processed.			\$ -	
21	Chicken, Meatballs, Mango & Jalapeno, Case, 123/ 2.6oz/CS, Rich Chicks #91402 or Approved Equal Commodity processed.	125		\$ -	
	Chicken, Meatballs, Mango & Jalapeno, Case, 123/ 2.6oz/CS, Rich Chicks #91402 or Approved Equal Non Commodity processed.			\$ -	
22	Chicken, Mandarin Orange Jr., WG, 192/ 3.6oz/CS, Yang's #8-52724-15555-5 or Approved Equal Commodity processed.	600		\$ -	
	Chicken, Mandarin Orange Jr., WG, 192/ 3.6oz/CS, Yang's #8-52724-15555-5 or Approved Equal Non Commodity processed.			\$ -	
23	Chicken, WG breaded Poppers, Dark Meat, Case, 77/ 4.15oz/CS, Rich Chicks #94403 or Approved Equal Commodity processed.	475		\$ -	
	Chicken, WG breaded Poppers, Dark Meat, Case, 77/ 4.15oz/CS, Rich Chicks #94403 or Approved Equal Non Commodity processed.			\$ -	
24	Chicken, WG breaded Proportion, Bone-in, 30#/CS, Tyson Foods #16660000928 or Approved Equal Commodity processed.	650		\$ -	
	Chicken, WG breaded Proportion, Bone-in, 30#/CS, Tyson Foods #16660000928 or Approved Equal Non Commodity processed.			\$ -	

COMMODITY PROCESSED

Item No.	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
25	Chicken, Pulled, all natural, LS, 10#/CS, Tyson Foods #10460210928 or Approved Equal Commodity processed.	475		\$ -	
	Chicken, Pulled, all natural, LS, 10#/CS, Tyson Foods #10460210928 or Approved Equal Non Commodity processed.			\$ -	
26	Chicken, WG breaded Breast Tenderloin, NAE, Case, 78/ 4.10oz/CS, Rich Chicks #43415 or Approved Equal Commodity processed.	750		\$ -	
	Chicken, WG breaded Breast Tenderloin, NAE, Case, 78/ 4.10oz/CS, Rich Chicks #43415 or Approved Equal Non Commodity processed.			\$ -	
27	Chicken, WG breaded Breast Tenderloin, Nashville Hot, Fully cooked, 105/ 4.64oz/CS, Tyson Foods 10000038479 or Approved Equal Commodity processed.	150		\$ -	
	Chicken, WG breaded Breast Tenderloin, Nashville Hot, Fully cooked, 105/ 4.64oz/CS, Tyson Foods 1000003847 or Approved Equal Non Commodity			\$ -	
28	Chicken, BBQ Teriyaki, 96/2.4oz/CS, Yang's #8-52724-35551-1 or Approved Equal Commodity processed.	250		\$ -	
	Chicken, BBQ Teriyaki, 96/2.4oz/CS, Yang's #8-52724-35551-1 or Approved Equal Non Commodity processed.			\$ -	
29	Chicken, Tinga, 40#/CS, Asian Food Solutions #471045 or Approved Equal Commodity processed.	150		\$ -	
	Chicken, Tinga, 40#/CS, Asian Food Solutions #471045 or Approved Equal Non Commodity processed.			\$ -	
30	Chicken, Wings of Fire, Bone-in, Fully Cooked, 30#/CS, Tyson Foods #10000038942 or Approved Equal Commodity processed.	550		\$ -	
	Chicken, Wings of Fire, Bone-in, Fully Cooked, 30#/CS, Tyson Foods #10000038942 or Approved Equal Non Commodity processed.			\$ -	
31	Chicken, Wings, Glazed, Bone-in, Fully Cooked, 30#/CS, Tyson Foods #1034690928 or Approved Equal Commodity processed.	700		\$ -	
	Chicken, Wings, Glazed, Bone-in, Fully Cooked, 30#/CS, Tyson Foods #1034690928 or Approved Equal Non Commodity processed.			\$ -	

COMMODITY PROCESSED

Item No.	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
32	Corndog, Chicken, WG, Nitrate free. 72/ 4oz/CS, Foster Farms #94125 or Approved Equal Commodity processed.	900		\$ -	
	Corndog, Chicken, WG, Nitrate free. 72/ 4oz/CS, Foster Farms #94125 or Approved Equal Non Commodity processed.			\$ -	
33	Crunchers, Pizza, WW, 25#/CS, Rich's #65225 or Approved Equal Commodity processed.	500		\$ -	
	Crunchers, Pizza, WW, 25#/CS, Rich's #65225 or Approved Equal Non Commodity processed.			\$ -	
34	Eggs, EggStravaganza with cheese and bacon, 4/ 5#/CS, Sunny Fresh #40928-110026385 or Approved Equal Commodity processed.	175		\$ -	
	Eggs, EggStravaganza with cheese and bacon, 4/ 5#/CS, Sunny Fresh #40928-110026385 or Approved Equal Non Commodity processed.			\$ -	
35	Eggs, Hardboiled, Cage Free, Pillow Pak, 12/ 6CT/CS, Sunny Fresh #51039 or Approved Equal Commodity processed.	125		\$ -	
	Eggs, Hardboiled, Cage Free, Pillow Pak, 12/ 6CT/CS, Sunny Fresh #51039 or Approved Equal Non Commodity processed.			\$ -	
36	Eggs, Whole, Liquid, Cage free with Citric, 12/ 2#/CS, Sunny Fresh #10081100007529 or Approved Equal Commodity processed.	200		\$ -	
	Eggs, Whole, Liquid, Cage free with Citric, 12/ 2#/CS, Sunny Fresh #10081100007529 or Approved Equal Non Commodity processed.			\$ -	
37	Enchilada, Three Cheese, Corn, 120/ 2.05oz/CS, Integrated #809040 or Approved Equal Commodity processed.	450		\$ -	
	Enchilada, Three Cheese, Corn, 120/ 2.05oz/CS, Integrated #809040 or Approved Equal Non Commodity processed.			\$ -	

COMMODITY PROCESSED

Item No.	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
38	Ketchup Packets, Sweetened with Sugar and Low Sodium, 1000/ 9gm/CS, Red Gold #REDYL9G or Approved Equal Commodity processed.	600		\$ -	
	Ketchup Packets, Sweetened with Sugar and Low Sodium, 1000/ 9gm/CS, Red Gold #REDYL9G or Approved Equal Non Commodity processed.			\$ -	
39	Marinara Cups, 168/ 2.5oz/CS, Red Gold #REDNA2ZC168 or Approved Equal Commodity processed.	300		\$ -	
	Marinara Cups, 168/ 2.5oz/CS, Red Gold #REDNA2ZC168 or Approved Equal Non Commodity processed.			\$ -	
40	Pizza, Cheese, 5" Round, Deep Dish 60/ 5.35oz/CS, Nardones Bros #5WRMNY2 or Approved Equal Commodity processed.	700		\$ -	
	Pizza, Cheese, 5" Round, Deep Dish 60/ 5.35oz/CS, Nardones Bros #5WRMNY2 or Approved Equal Non Commodity processed.			\$ -	
41	Pizza, Pepperoni, 6" Round, WW, 60/ 5.5oz/CS, Nardones Bros #C625WRMP2 or Approved Equal Commodity processed.	1500		\$ -	
	Pizza, Pepperoni, 6" Round, WW, 60/ 5.5oz/CS, Nardones Bros #C625WRMP2 or Approved Equal Non Commodity processed.			\$ -	
42	Pizza, Breakfast, Turkey Sausage with Cheese, 80/ 3.63oz/CS, Nardones Bros #M80WB TSA10 or Approved Equal Commodity processed.	425		\$ -	
	Pizza, Breakfast, Turkey Sausage with Cheese, 80/ 3.63oz/CS, Nardones Bros #M80WB TSA10 or Approved Equal Non Commodity processed.			\$ -	
43	Pork, Carnitas, Chopped, 4/ 5#/CS, Brookwood Farms #12303 or Approved Equal Commodity processed.	218		\$ -	
	Pork, Carnitas, Chopped, 4/ 5#/CS, Brookwood Farms #12303 or Approved Equal Non Commodity processed.			\$ -	
44	Potatoes, Emoticons, 6/ 4#/CS, McCain Foods Inc. #1000006639 or Approved Equal Commodity processed.	250		\$ -	
	Potatoes, Emoticons, 6/ 4#/CS, McCain Foods Inc. #1000006639 or Approved Equal Non Commodity processed.			\$ -	

COMMODITY PROCESSED

Item No.	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
45	Potatoes, Fries, 3/8" Straight Cut, 6/4#/CS, McCain Foods Inc. #MCF03762 or Approved Equal Commodity processed.	400		\$ -	
	Potatoes, Fries, 3/8" Straight Cut, 6/4#/CS, McCain Foods Inc. #MCF03762 or Approved Equal Non Commodity processed.			\$ -	
46	Potatoes, Tator Tots, 6/ 5#/CS, McCain Foods Inc. (Ore-ida) #OIF00215A or Approved Equal Commodity processed.	400		\$ -	
	Potatoes, Tator Tots, 6/ 5#/CS, McCain Foods Inc. (Ore-ida) #OIF00215A or Approved Equal Non Commodity processed.			\$ -	
47	Sandwich, Grilled Cheese, WG, RS, American & Mozzarella Cheese 72/ 3.69oz/CS, Integrated Foods #C10400 or Approved Equal Commodity processed.	200		\$ -	
	Sandwich, Grilled Cheese, WG, RS, American & Mozzarella Cheese 72/ 3.69oz/CS, Integrated Foods #10400 or Approved Equal Non Commodity processed.			\$ -	
48	Sandwich, Grilled Cheese, Spicy, WG, RS, Monterey Jack with Habanero Peppers, and American Cheese 72/ 4.19oz/CS, Integrated Foods #C70401 or Approved Equal Commodity processed.	250		\$ -	
	Sandwich, Grilled Cheese, Spicy, WG, RS, Monterey Jack with Habanero Peppers, and American Cheese 72/ 4.19oz/CS, Integrated Foods #C70401 or Approved Equal Non Commodity processed.			\$ -	
49	Sandwich, PB&J, Uncrustables With Grape Jelly, WG, IW, 72/ 5.3oz/CS, Smuckers #5150021027 or Approved Equal Commodity processed.	1600		\$ -	
	Sandwich, PB&J, Uncrustables With Grape Jelly, WG, IW, 72/ 5.3oz/CS, Smuckers #5150021027 or Approved Equal Non Commodity processed.			\$ -	

COMMODITY PROCESSED

Item No.	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
50	Sandwich, PB&J, Uncrustables With Strawberry Jelly, WG, IW, 72/ 5.3oz/CS, Smuckers #5150021028 or Approved Equal Commodity processed.	1200		\$ -	
	Sandwich, PB&J, Uncrustables With Strawberry Jelly, WG, IW, 72/ 5.3oz/CS, Smuckers #5150021028 or Approved Equal Non Commodity processed.			\$ -	
51	Sausage, Chicken, CN Labeled, Fully Cooked, 232/ 1.37oz/CS, Rich Chicks #81401 or Approved Equal Commodity processed.	600		\$ -	
	Sausage, Chicken, CN Labeled, Fully Cooked, 232/ 1.37oz/CS, Rich Chicks #81401 or Approved Equal Non Commodity processed.			\$ -	
52	Taco Stick, Beef, Spicy, IW, 50/ 4.6oz/CS, Integrated #550019 or Approved Equal Commodity processed.	500		\$ -	
	Taco Stick, Beef, Spicy, IW, 50/ 4.6oz/CS, Integrated #550019 or Approved Equal Non Commodity processed.			\$ -	
53	Turkey Breast, Sliced, Oven Roasted, All Natural, 12/ 1#/CS, Jennie O #231818 or Approved Equal Commodity processed.	125		\$ -	
	Turkey Breast, Sliced, Oven Roasted, All Natural, 12/ 1#/CS, Jennie O #231818 or Approved Equal Non Commodity processed.			\$ -	
54	Turkey Ham, Sliced, 12/ 1#/CS, Jennie O #256503 or Approved Equal Commodity processed.	50		\$ -	
	Turkey Ham, Sliced, 12/ 1#/CS, Jennie O #256503 or Approved Equal Non Commodity processed.			\$ -	
55	Waffle Sandwich, Sausage and Cheese, Maple, IW, 80/ 5.2oz/CS, Bake Crafters #6731 or Approved Equal Commodity processed.	325		\$ -	
	Waffle Sandwich, Sausage and Cheese, Maple, IW, 80/ 5.2oz/CS, Bake Crafters #6731 or Approved Equal Non Commodity processed.			\$ -	

FROZEN

District Item #	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
56	Avocado Pulp, Frozen, Chunky, 8/ 2#/CS, Simplot, #10071179032397 or Approved Equal	125		\$ -	
57	Bacon, Cured, Reduced Sodium, Precooked, 2/ 2.5#/CS, Sysco Classic, #2536555 or Approved Equal	425		\$ -	
58	Bagel, WG, IW, 60/ 2oz/CS. The Popcorn Man #B1977 or Approved Equal	225		\$ -	
59	Bagel, Jalapeno Cream Cheese, WG, 60/ 3oz/CS. The Popcorn Man #BJC520 or Approved Equal	225		\$ -	
60	Bar, Breakfast, Oatmeal Chocolate Chip, IW, 48/ 2.5oz/CS, J&J Snack Foods, #40401 or Approved Equal	3500		\$ -	
61	Beef, Ground, Raw, 80/20, 10LB/CS. Richwood Meat Company #4140 or Approved Equal	50		\$ -	
62	Beef, Shredded, Fully cooked, 4/ 5LB/CS. Del Real #222 or Approved Equal	110		\$ -	
63	Biscuit, Buttermilk, WG, Resduce Sodium, Sliced, 144/ 2oz/CS. Bake Crafters #923 or Approved Equal	200		\$ -	
64	Bites, Breakfast, Apple, Mini, 72/ 2.75oz/CS. Bake Crafters #1716 or Approved Equal	725		\$ -	
65	Bread, Concha, Chocolate, IW, 84 /2.25oz/CS. The Popcorn Man #PDC100 or Approved Equal	700		\$ -	
66	Bread, Concha, Pink, IW, 84 /2.25oz/CS. The Popcorn Man, #PDP200 or Approved Equal	700		\$ -	
67	Bread, Concha, Vanilla, IW, 84 /2.25oz/CS. The Popcorn Man #PDV300 or Approved Equal	700		\$ -	
68	Bread, Flatbread, 6X6, Fired, WG, 1000 (.5oz)/CS. Rich's #14010 or Approved Equal	50		\$ -	
69	Bread, Texas Toast, Garlic, Bulk, 108/ 1.8oz/CS. Bake Crafters #1647 or Approved Equal	1400		\$ -	

FROZEN					
District Item #	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
70	Cake Crumble, Mocha, IW, WG, 72/ 3.4oz/CS. Buena Vista #90050 or Approved Equal	325		\$ -	
71	Chicken Breast Strips, Gluten Free, 145/ 1.1oz/CS, Brakebush #5810 or Approved Equal	25		\$ -	
72	CinnaTwin, IW, WG, 72/ 2.9oz/CS. Buena Vista #66034 or Approved Equal	125		\$ -	
73	Cinnamon Crumble, IW, 72/ 2.9oz/CS. Buena Vista #90029 or Approved Equal	200		\$ -	
74	Crumb Square, WG, IW, 28/ 3.6oz ea./CS. Dave's Baking Company #360 or Approved Equal	1300		\$ -	
76	Cookie, Chocolate Chip Dough, Bulk, Smart Snack Compliant 168/ 1.75oz/CS. Fat Cat Bakery #WGCCC168-as or Approved Equal	175		\$ -	
77	Corn on Cob, Flame Roasted, Frozen, 128.5#/CS. Simplot #10071179677789 or Approved Equal	325		\$ -	
78	Corn, Sweet, Frozen, 12/2.5LB/CS. Simplot #10071179187332 or Approved Equal	225		\$ -	
79	Croissant, Sliced, RF, WG 150/ 2.2oz/CS. Bake Crafters #869 or Approved Equal	600		\$ -	
80	Donut, Chocolate, WG, IW, 72/ 3.2oz/CS. Bake Crafters #1939 or Approved Equal	550		\$ -	
81	Edamame, Shelled, Frozen, 6/2.5#/CS. Simplot #10071179522768 or Approved Equal	100		\$ -	
82	Fish, Pollock, Breaded, 10#/CS. Spirited Foods #SF03011 or Approved Equal	25		\$ -	
83	Fish, Pollock, Lime Sticks, 10#/CS. Spirited Foods #SF01012 or Approved Equal	50		\$ -	
84	French Toast, WG, 2-Pack, 88/ 3oz/CS, Bake Crafters #449 or Approved Equal	325		\$ -	

FROZEN

District Item #	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
85	Garlic Knot, New York Style, WG, 162/2oz/CS, Tasty Brands #81002 or Approved Equal	550		\$ -	
86	Hamburger Bun, Gluten Free, IW, 24/ 3.2oz/CS, Udi's #80644/565421 or Approved Equal	25		\$ -	
87	Hot Dog Bun, Gluten Free, IW, 24/ 2.4oz/CS, Udi's #9899780620 or Approved Equal	25		\$ -	
88	Hot Dog, 6", 8/1, Beef, 2/ 53/CS, Millers #5968 or Approved Equal	880		\$ -	
89	Muffin, Gluten Free, Blueberry, IW 36/ 3oz/CS, Udi's #80645/565432 or Approved Equal	25		\$ -	
90	Muffin, Gluten Free, Double Chocolate, IW 36/ 3oz/CS, Udi's #80646/565423 or Approved Equal	25		\$ -	
91	Noodle, Yakisoba, WG, 4/ 5.15#/CS Asian food Solutions #22001WG or Approved Equal	150		\$ -	
92	Noodles, Chow Mein, 51%WG, 4/ 2.5#/CS, Yang's 5th Taste #8-52724-00301-6 or Approved Equal	25		\$ -	
93	Pancake Bites, Mini, Maple Flavored, 72/ 3.03oz/CS, Eggo #38000-92562 or Approved Equal	625		\$ -	
94	Pancakes, Buttermilk, WG, Bulk, 144/ 1.3oz/CS, Bake Crafters #1475 or Approved Equal	425		\$ -	
95	Potatoes, Mashed, Homestyle, Mash Makers, 6/ 4#/CS, McCains #OIF03613 or Approved Equal	60		\$ -	
96	Pretzel Bites, WG, 15#/CS, JTM #5911 or Approved Equal	325		\$ -	
97	Roll, Cinnamon, IW, WG, 72/ 3.5oz/CS, Bake Crafters #1263 or Approved Equal	450		\$ -	

FROZEN

District Item #	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
98	Sandwich, WOW Butter & Jelly ,40/ 4.6oz/CS, Albies Foods #608 or Approved Equal	25		\$ -	
99	Shrimp Poppers, Breaded, Oven Ready, 6/ 3#/CS, Spirited Foods #SF06011 or Approved Equal	560		\$ -	
100	Shrimp, White, Peeled and Deveined, Tail off, Cooked, 4/ 2.5#/CS, Portico Classic Seafood #4421277 or Approved Equal	250		\$ -	
101	Taco, Breakfast, Cheese, Chicken Sausage and Potato, 94/ 2.57oz/CS, Don Lee Farms #SCUBKFT or Approved Equal	550		\$ -	
102	Taco, Shredded Chicken, CrispUps, 89/ 2.7oz/CS, Don Lee Foods #SCUCCT or Approved Equal	750		\$ -	
103	Tamale, Chicken, Green Sauce, WG, 48/ 6oz/CS, Del Real #783 or Approved Equal	1700		\$ -	
104	Tamale, Green Chili and Cheese, WG, 48/ 5oz/CS, Del Real #766 or Approved Equal	900		\$ -	
105	Taquito, Chicken, Bulk, 100/ 2.2oz/CS, Michael B's Bestway #CTB43 or Approved Equal	250		\$ -	
106	Taquito, Pork and Cheese, Bulk, 100/ 2.7oz/CS, Michael B's Bestway #PTC56 or Approved Equal	275		\$ -	
107	Turkey, Taco Nada, IW, 60/ 4oz/CS, Bell Tasty #6BTT480W or Approved Equal	350		\$ -	
108	Waffles, Bulk, WG, 144/ 1.3oz/CS, Bake Crafters #1453 or Approved Equal	550		\$ -	
109	Waffles, Mini, Maple, IW, WG, 72/ 2.65oz/CS, Eggo #3800-92315 or Approved Equal	350		\$ -	

REFRIGERATED					
District Item #	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
110	Dressing, Caesar, 4/ 1Gal/CS, Ken's, #670 or Approved Equal	125		\$ -	
111	Dressing, Ranch, 4/ 1Gal/CS, Ken's, #789 or Approved Equal	25		\$ -	
112	Dressing, Sesame Oriental, 4/ 1Gal/CS, Marzetti Company, #41464 or Approved Equal	25		\$ -	

DRY

District Item #	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
113	Applesauce Cups, Natural, No Sugar Added, 72/ 4.5oz/CS, Motts, #10065615 or Approved Equal	300		\$ -	
114	Applesauce, Unsweetened, 6/ #10 Cans/CS, Del Monte Foods, #2004975 or Approved Equal	325		\$ -	
115	Baking Soda, 24/ 16oz/CS, Clabber Girl Baking Powder, #21225421 or Approved Equal	10		\$ -	
116	Beans, Black, Low Sodium, 6/ #10 Cans/CS, Lodi Canning Co., #2011 or Approved Equal	220		\$ -	
117	Beans, Garbanzo, 6/ #10 Cans/CS, Lodi Canning Co., #2013 or Approved Equal	25		\$ -	
118	Beans, Kidney, Dark Red, Low Sodium, 6/ #10 Cans/CS, Lodi Canning Co., #2088 or Approved Equal	150		\$ -	
119	Beans, Pinto, Low Sodium, 6/ #10 Cans/CS, Lodi Canning Co., #2017 or Approved Equal	200		\$ -	
120	Buttermist Spray, Pan Spray, 6/17oz/CS, ButterBuds, #56217 or Approved Equal	45		\$ -	
121	Cereal, Cinnamon Toast Crunch, WG, 25% Less Sugar, 60/ 2oz/CS, General Mills, #14886 or Approved Equal	450		\$ -	
122	Cereal Cups, Blueberry Chex, Single Serve Cup, WG, 60/ 2oz/CS, General Mills, #17262 or Approved Equal	450		\$ -	
123	Cereal, Honey Nut Cherrios, WG, GF, 60/ 2oz/CS, General Mills, #14882 or Approved Equal	450		\$ -	
124	Cereal, Trix, WG, 25% Less Sugar, 60/ 2oz/CS, General Mills, #14882 or Approved Equal	450		\$ -	

DRY					
District Item #	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
125	Chipotle Pepper in Adobo Sauce, 6/ #10Cans/CS, Del Sol, #3519485 or Approved Equal	50		\$ -	
126	Croutons, Bulk, WG, 4/ 40oz/CS, Marzetti, #85360 or Approved Equal	250		\$ -	
127	Dressing Mix, Ranch, Buttermilk, 12/ 3.2oz/CS, Hidden Valley Ranch, #6828448 or Approved Equal	120		\$ -	
128	Dried Fruit, Mountain Quest Blend, 144/ 1.33oz/CS, Back to Basics, #92034 or Approved Equal	110		\$ -	
129	Dried Fruit, Primo Pineapple, 144/ 1.33oz/CS, Back to Basics, #92004 or Approved Equal	110		\$ -	
130	Dried Fruit, Tropical Adventure Blend, 144/ 1.33oz/CS, Back to Basics, #92005 or Approved Equal	110		\$ -	
131	Dried Fruit, Wild River Blend, 144/ 1.33oz/CS, Back to Basics, #92094 or Approved Equal	110		\$ -	
132	Flour, All Purpose, White, 25#/CS, Sysco Classic, #8379251 or Approved Equal	60		\$ -	
133	Granola, Bulk, Oats 'n Honey, 4/ 50oz/CS, Nature Valley, #16000-27111-8 or Approved Equal	230		\$ -	
134	Gravy, Turkey, 12/ 50oz/CS, Campbell's, #10061 or Approved Equal	25		\$ -	
135	Jalapenos, Sliced, 6/ #10Can/CS, Indel foods Products, #DS00115 or Approved Equal	150		\$ -	
136	Juice, 100% Juice, Orange Tangerine, 40/ 4.23oz/CS, SunCup, #402405 or Approved Equal	25		\$ -	
137	Juice, 100% Vegetable and Juice, Paradise Punch, 40/ 6.75oz/CS, SunCup, #412800 or Approved Equal	1900		\$ -	
138	Mayonnaise, Lite, 4/ 1Gal/CS, Garden Banner Foods, #GB1030 or Approved Equal	75		\$ -	

DRY					
District Item #	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
139	Mayonnaise Packets, 500/ 12gm/CS, Kraft Heinz Foods Co, #130005314000 or Approved Equal	75		\$ -	
140	Mustard Packets, 500/ 5.5gm/CS, Portion Pac, #716037053901 or Approved Equal	75		\$ -	
141	Milk, Evaporated, 6/ #10Cans/CS, Jerzee Brand, #21400374 or Approved Equal	50		\$ -	
142	Noodle, Ramen, WG , Plant Based 9#/CS, Woodles, #810037811933 or Approved Equal	125		\$ -	
143	Oatmeal, Old Fashion, 12/ 42oz/CS, Quaker, #43293 or Approved Equal	75		\$ -	
144	Olives, Pitted, Medium, 6/ #10Can/CS, Jackpot, #OLIVE602 or Approved Equal	25		\$ -	
145	Oil, Olive, 3/ 1Gal/CS, Arrezzio Classic, #5847029 or Approved Equal	50		\$ -	
146	Oil, Vegetable, Pure, 6/ 1Gal/CS, Sysco Classic, #4119061 or Approved Equal	25		\$ -	
147	Oranges, Mandarin, Cupped, In Natural Juices, 96/ 4oz/CS, Schreiber Foods International, #38642 or Approved Equal	500		\$ -	
148	Oranges, Mandarin, In Light Syrup, 6/ #10Can/CS, Jackpot, #MOR002 or Approved Equal	800		\$ -	
149	Pasta, Elbow Macaroni, WG, 2/ 10Lbs/CS, Barilla, #428076/440041 or Approved Equal	125		\$ -	
150	Pasta, Penne, WG, 2/ 160oz/CS, Barilla, #616136/1000013339 or Approved Equal	400		\$ -	
151	Pasta, Spaghetti, WG, 2/ 160oz/CS, Barilla, #616137/1000013340 or Approved Equal	125		\$ -	
152	Peaches, Cupped, In Natural Juices, 96/ 4oz/CS, Schreiber Foods International, #38602 or Approved Equal	500		\$ -	

DRY					
District Item #	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
153	Peaches, Diced, In Light Syrup 6/ #10Can/CS, California Healthy Harvest, #41270 or Approved Equal	800		\$ -	
154	Pears, Diced, In Extra Light Syrup 6/ #10Can/CS, Del Monte, #2002352 or Approved Equal	700		\$ -	
155	Pickle Chips, Dill, 1/8 Smooth Cut, 4/ 1Gal/CS, Mrs. Klein Pickle, #65041 or Approved Equal	180		\$ -	
156	Pinapple Tidbits in Juice, 6/ #10Can/CS, Jackpot, #PAP007 or Approved Equal	100		\$ -	
157	Poptarts, Blueberry, Fosted, 2 pack, WG, 72/ 3.53oz/CS, Kelloggs, #38000-17199 or Approved Equal	480		\$ -	
158	Poptarts, Strawberry, Fosted, 2 pack, WG, 72/ 3.53oz/CS, Kelloggs, #38000-55133 or Approved Equal	480		\$ -	
159	Pretzels, Heartzels, WG, 104/ .7oz/CS, Rold Gold, #15940 or Approved Equal	300		\$ -	
160	Raisels, Fiesta Chili Limon Pineapple, 200/ 1.66oz/CS, The Popcorn Man #CSR500 or Approved Equal	500		\$ -	
161	Raisels, Fruit Splash, 200/ 1.66oz/CS, The Popcorn Man #CSR400 or Approved Equal	500		\$ -	
162	Raisels, Lemon Blast, 200/ 1.66oz/CS, The Popcorn Man #CLR100 or Approved Equal	500		\$ -	
163	Raisels, Watermelon Shock, 200/ 1.66oz/CS, The Popcorn Man #CSR300 or Approved Equal	500		\$ -	
164	Rice, Brown, Parboiled, Long Grain, 25#/CS, Producers, #RXPX25QCO/575032 or Approved Equal	320		\$ -	
165	Rice, White, 25#/CS, Sysco Imperial, #4671350 or Approved Equal	125		\$ -	

DRY					
District Item #	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
166	Salsa, Red, 6/ #10Can/CS, Embassa, #02774 or Approved Equal	300		\$ -	
167	Salsa, Roja Ranchera, 4/ 8.5#/CS, La Patrona, #02774 or Approved Equal	25		\$ -	
168	Salsa, Roja Nortena, 4/ 8.5#/CS, La Patrona, #02776 or Approved Equal	25		\$ -	
169	Salsa, Verde Nortena, 4/ 8.5#/CS, La Patrona, #02786 or Approved Equal	150		\$ -	
170	Salt, Iodized, 25#/CS, United Salt Corp, #8423 or Approved Equal	15		\$ -	
171	Sauce, Barbeque, GF, 4/ 1Gal/CS, Sweet Baby Ray's, #0440HFor Approved Equal	175		\$ -	
172	Sauce, Buffalo, GF, 4/ 1Gal/CS, Sweet Baby Ray's, #0440HFor Approved Equal	75		\$ -	
173	Sauce, Enchilada, Red, 6/ #10Can/CS, La Victoria, #4274833or Approved Equal	150		\$ -	
174	Sauce, Hot Packets, Salsa Picante 500/ 7gm/CS, Tapatio, #7788500193 or Approved Equal	75		\$ -	
175	Sauce, Mango Habanero, 6/ 4.9Lb/CS, Nippon Shokken, #00546 or Approved Equal	50		\$ -	
176	Sauce, Sriracha Hot Chili, 12/ 28oz/CS, Huy Fong, #MISC087 or Approved Equal	25		\$ -	
177	Soup Base, Shoyu Ramen, No MSG Added, 4/ 2.2#/CS, Kikkoman, #4139001690 or Approved Equal	75		\$ -	
178	Sugar, Brown, light 25#/CS, C&H, #404831 or Approved Equal	25		\$ -	

DRY					
District Item #	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
179	Sugar, Granulated, White, 25#/CS, C&H, #404720 or Approved Equal	50		\$ -	
180	Syrup, Natural, Portion Cup, 100/ 1oz/CS, Smuckers, #5150060504 or Approved Equal	500		\$ -	
181	Taco Seasoning, No MSG, 25#/CS, Lawry's, #284538/80105 or Approved Equal	50		\$ -	
182	Tajin Seasoning, Low Sodium, Classico, 12/ 14oz/CS, Tajin, #66900 or Approved Equal	25		\$ -	
183	Tomato Paste, 6/#10 Can/CS, Red Gold, #RPKUA99 or Approved Equal	25		\$ -	
184	Tuna, Albacore, White, Chunks 6/ 43oz/CS, Starkist, #402418/23910 or Approved Equal	125		\$ -	
185	Vinegar, Distilled, White, 4/ 1Gal/CS, Avo, #V20001 or Approved Equal	25		\$ -	

SNACKS

District Item #	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
186	Chips, Cheetos, Flamin Hot, Fantastix, 104/ 1oz/CS, Frito Lay, #43578 or Approved Equal	150		\$ -	
187	Chips, Cheetos, Flamin Hot Limon, 104/ .875oz/CS, Frito Lay, #52889 or Approved Equal	175		\$ -	
188	Chips, Doritos, Flamas, RF, 72/ 1oz/CS, Frito Lay, #62829 or Approved Equal	325		\$ -	
189	Chips, Doritos, Nacho Cheese, RF, 72/ 1oz/CS, Frito Lay, #31748 or Approved Equal	300		\$ -	
190	Chips, Doritos, Walking Taco, 44/ 1.4oz/CS, Frito Lay, #20518 or Approved Equal	600		\$ -	
200	Chips, Fritos, Walking Taco, 60/ 1.5oz/CS, Frito Lay, #69394 or Approved Equal	450		\$ -	
201	Chips, Potato, Jalapeno Cheddar, 64/ 1.375oz/CS, Frito Lay, #25111 or Approved Equal	325		\$ -	
202	Chips, Sunchips, Garden Salsa, Multigrain, 104/ 1oz/CS, Frito Lay, #36445 or Approved Equal	150		\$ -	
203	Cracker, Blueberry Bites, Vanilla, WG, 80/ 1oz/CS, Grandmas Cookies, #22642 or Approved Equal	350		\$ -	
204	Cracker, Cheez-its, WG, 175/ .75oz/CS, Kelloggs, #24100-79263 or Approved Equal	1250		\$ -	
205	Cracker, Basics, Wheat, 100/ 1.6oz/CS, Back to Basics, #37401 or Approved Equal	325		\$ -	

SNACKS

District Item #	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
206	Cracker, English & Spanish, WG, IW, 120/ 1oz/CS, Dick and Jane, #SC8803/651944 or Approved Equal	120		\$ -	
207	Cracker, Farmer's Market, WG, IW, 120/ 1oz/CS, Dick and Jane, #ES1003 or Approved Equal	120		\$ -	
208	Cracker, Food & Nutrition, WG, IW, 120/ 1oz/CS, Dick and Jane, #ES1001/660904 or Approved Equal	120		\$ -	
209	Cracker, State and Capitals, WG, IW, 120/ 1oz/CS, Dick and Jane, #SC8801 or Approved Equal	120		\$ -	
210	Jam, Strawberry, 200/ .5oz/CS, Smuckers, #5150008201 or Approved Equal	250		\$ -	
211	Jerky, Chicken, Sweet BBQ, 48/ 1oz/CS, Jack Links, #029054/ 708459 or Approved Equal	125		\$ -	
212	Juice, Slushie, Kiwi Strawberry, 60/ 4oz/CS, Cool Tropics, #12002-R4 or Approved Equal	960		\$ -	
213	Juice, Slushie, Blue Raspberry, 60/ 4oz/CS, Cool Tropics, #13001 or Approved Equal	960		\$ -	
214	Juice, Black Cherry, 24/ 7.5oz/CS, Switch, #7C2475BC or Approved Equal	125		\$ -	
215	Juice, Green Apple, 24/ 11.5oz/CS, Snapple, #51211 or Approved Equal	125		\$ -	
216	Juice, Fruit Punch, 24/ 7.5oz/CS, Switch, #7C2475FP or Approved Equal	125		\$ -	
217	Juice, Kiwi Berry, 24/ 7.5oz/CS, Switch, #7C2475KB or Approved Equal	125		\$ -	
218	Juice, Orange Mango, 24/ 11.5oz/CS, Snapple, #51212 or Approved Equal	125		\$ -	

SNACKS

District Item #	Item Description	Estimated Usage	Unit Price	Extended Price	Proposed Alternate Brand/ Pack Size
219	Juice, Watermelon Strawberry, 24/ 7.5oz/CS, Switch, #7C2475WS or Approved Equal	125		\$ -	
220	Munchie Mix, WG, 104/ .875oz/CS, Quaker #36308 or Approved Equal	125		\$ -	
221	Popcorn, White Cheddar, RF, WG, 72/ .5oz/CS, Smart Foods #00028400309004 or Approved Equal	250		\$ -	
222	Popcorn, White Cheddar Puff, 72/ .75oz/CS, Pirate Booty #6001500- PB/745183 or Approved Equal	125		\$ -	
223	Rice Krispies Treat, IW, 80/ 1.3oz/CS, Kelloggs #38000-26547 or Approved Equal	125		\$ -	
224	Sparkling Juice, Blackberry, 24/ 8.4oz/CS, Izze, #01502-3 or Approved Equal	125		\$ -	
225	Sparkling Juice, Cherry Lime, 24/ 8.4oz/CS, Izze, #00836093010744 or Approved Equal	125		\$ -	
226	Water, Bottled, Purified, 24/ 16.9oz/CS, Pure Life #6827493471 or Approved Equal	1200		\$ -	