



Request For Proposal #389-19-20

**Frozen, Refrigerated, Processed Commodities and/or
Commercial Dry Food/Grocery Products and Distribution**

**For
Fallbrook Union Elementary School District,
Fallbrook Union High School District,
And Bonsall Unified School District
Child Nutrition Services Departments
(together the Fallbrook Region Food Services Cooperative
Purchasing Group)**

**Proposals Due: May 15, 2020
10:00 am**

Fallbrook Union Elementary School District RFP No. 389-19-20
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Fallbrook Union Elementary School District
RFP No. 389-19-20
Notice of Request for Proposals

Notice is hereby given that Fallbrook Union Elementary School District, on behalf of the following school districts, Fallbrook Union Elementary School District ("FUESD"), Fallbrook Union High School District ("FUHSD"), and Bonsall Unified School District ("BUSD") (collectively, the "Fallbrook Region Food Services Purchasing Cooperative"), is requesting proposals from qualified providers of **Frozen, Refrigerated, Processed Commodity and/or Commercial Food Products and Dry or Shelf Stable Food/Grocery Products and Distribution services** for the nutrition programs of the above named Districts.

The Board of Education/Trustees for the FALLBROOK UNION ELEMENTARY SCHOOL DISTRICT, CA (San Diego County), will receive electronic proposals for RFP Number #389-19-20 for the procurement of the following:

**Frozen, Refrigerated, Processed Commodity and/or Commercial Dry
Food/Grocery Products and Distribution Services**

RFP documents are located on the FUESD website at <https://www.fuesd.org/proposals/> Electronic proposals must be received by Fallbrook Union Elementary School District promptly by 10:00 AM, on May 15, 2020. Proposals received after that time will not be considered and will be returned to proposer. Proposals shall be opened at 10:00 AM on May 18, 2020.

FUESD is not responsible for proposals sent via U.S. Mail, UPS, Federal Express, or by any other delivery service. It is the vendor's responsibility to ensure that their proposal is delivered electronically to mlawrence@fuesd.org. Each proposal must conform and be responsive to the contract documents. No proposal may be withdrawn for ninety (90) days.

FUESD, on behalf of the districts named above, reserves the right to reject any or all proposals, to waive any discrepancy or technicality, and to award the contract for goods or services to other than the lowest proposal. The award of contract, if made by FUESD, will be to the qualified firm whose proposal best complies with all the requirements set forth in the proposal documents and whose proposal, in the opinion of FUESD, while complying with all legal requirements, is in the best interest of the districts listed above. Packets are available at <https://www.fuesd.org/bids/>.

Refer any questions to: Melissa Lawrence, Accounting Specialist, at mlawrence@fuesd.org or (760) 731-5434.

Fallbrook Union Elementary School District
RFP No. 389-19-20
Schedule of Important Dates

Dates of Advertisements	April 24, 2020 & May 1, 2020
Deadline for Requests for Clarification	May 6, 2020 – 12:00 pm
Response to Requests for Clarification Sent	May 8, 2020
Proposals Due	May 15, 2020 – 10:00 am
Proposal Opening Date	May 18, 2020 – 10:00 am
District Sends Out Notice of Intent to Award	May 25, 2020
Date of Board Meeting for Contract Award	June 16, 2020

**Fallbrook Union Elementary School District
RFP No. 389-19-20
Request for Proposal Signature Page**

Request for Proposal Signature Page

This Request for Proposals (RFP) is for Frozen, Refrigerated, Processed Commodity and/or Commercial Dry Food/Grocery Products and Distribution Services for the districts listed above.

Before bidding, please read the Instructions, Required Proposal Documents, and Contract Agreement and thoroughly acquaint yourself with the products and services requested. Submit all proposals electronically with the RFP Number, Name of the Distributor, submission due date and time in the subject field. Proposals must reach the email of mlawrence@fuesd.org by the time and date listed above. Follow the Required Proposal Documents Checklist to assist with ensuring a complete proposal package.

If further clarification is needed, contact Melissa Lawrence, Accounting Specialist at mlawrence@fuesd.org.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signed By: _____

Printed Name of Signor above: _____

Title: _____ Date: _____

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Fallbrook Union Elementary School District
RFP No. 389-19-20
Instructions to Proposers

1. PURPOSE

The Fallbrook Region Cooperative Purchasing Group, hereinafter referred to as the “Districts” or the “Co-op”, is seeking proposals from qualified companies to procure and deliver various food products. This RFP consists of two (2) separate categories: Scope of Services I (Frozen, Refrigerated and Processed Commodity and/or Commercial with distribution services) and Scope of Services II (Dry and/or Shelf Stable Foods/Groceries with distribution services), and may be awarded as such to two (2) separate Distributors or one (1) Distributor for both categories, whichever is in the best interest of the Districts. A second bidder may be awarded as a backup. A backup distributor will only be used when the winning distributor(s) is unable to deliver the item(s) ordered by a district on a regularly scheduled delivery date. Further, in the event that the winning distributor is unable to fulfill the contract requirements which results in a termination of the original contract between the winning distributor and the Districts, a backup distributor may enter into a contract with the districts upon mutual agreement without resubmitting another proposal. Proposals made in this agreement by the backup distributor shall stay effective until the end of the contract term. Each individual district will act as the sole judge on whether the contract requirements are met to each district’s satisfaction. This proposal defines the programs, the products and the services that are being sought from the Distributor and generally outlines the program requirements.

2. DEFINITIONS

The following terms may be used interchangeably. “FUESD” means Fallbrook Union Elementary School District. “FUHSD” means Fallbrook Union High School District. “BUSD” means Bonsall Unified School District. “Districts” or “Co-op” mean all, Fallbrook Union Elementary, Fallbrook Union High, and Bonsall Unified School Districts. “Bid or Proposal” means response made to this solicitation by any proposer. “Proposer, Vendor, Distributor, Proposer or Contractor” means offeror that submits a proposal in response to this solicitation. “Successful Vendor, Proposer, Proposer, Distributor or Contractor” means proposer to whom award is made.

3. SCOPE OF SERVICES I (FROZEN, REFRIGERATED & PROCESSED COMMODITY AND/OR COMMERCIAL FOOD PRODUCT)

The selected Distributor or Distributors will partner with the Districts over the term of the contract resulting from this proposal solicitation to furnish and deliver Frozen, Refrigerated and USDA Processed Commodity and/or Commercial food products with distribution services to sites designated within the Districts. This

category includes all foods that require frozen or refrigerated delivery or are processed USDA commodity items. This category does not include shelf stable items that may be served in a refrigerated or frozen state (e.g. Gatorade). This category does not include USDA "brown box" commodities.

All Districts will require delivery at least one (1) day per week. Any district requiring additional regular deliveries beyond the one (1) day as described above will follow the pricing for those services. Delivery schedules will be determined by the Districts based on operational needs.

4. SCOPE OF SERVICES II (DRY OR SHELF STABLE GROCERIES/FOODS)

The selected Distributor or Distributors will partner with the Districts over the term of the contract resulting from this proposal solicitation to furnish and deliver Dry or Shelf Stable Groceries/food products with distribution services to sites designated within the Districts (see list of delivery sites included in proposal documents). This category includes all foods that do not require frozen or refrigerated delivery.

This category includes cereals, condiments, spices, pasta, rice, canned goods and other shelf stable items. This category does not include USDA "brown box" commodities.

All Districts will require delivery at least one (1) day per week. Any district requiring additional regular deliveries beyond the one (1) day as described above will follow the pricing for those services. Delivery schedules will be determined by the Districts based on operational needs.

5. GENERAL CONDITIONS AND INSTRUCTIONS

Proposals are requested for furnishing the Districts for Frozen, Refrigerated, Processed Commodity and/or Commercial, Dry Food/Grocery Products and distribution for the period July 1, 2020 through June 30, 2021. Each District reserves the right to determine purchase amount based on the individual district's operational need.

Proposals are to be verified before submission, as they cannot be corrected after being opened. The signatures of all persons shall be in longhand. Proposers shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. All proposals shall be submitted electronically with the RFP #, Name of the Distributor, submission due date and time in the subject field. It is the sole responsibility of the Distributor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the Distributor unopened.

Any questions should be directed to Melissa Lawrence, Accounting Specialist, via email at mlawrence@fuesd.org or (760)731-5434.

6. RESTRICTIONS ON LOBBYING AND CONTACT

From the period beginning with the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this RFP, the evaluation or selection process and/or the award of the contract with any member of the Districts, Board of Trustees, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.

7. INSTRUCTIONS FOR SUBMITTING PROPOSALS

Distributors responding to this RFP must follow the format in the section of Required Proposal Documents. Distributors must submit one (1) electronic copy of their proposal. All required documents are to be verified before submission, as they cannot be corrected after proposals are due. Distributors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. It is the sole responsibility of the Distributor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor. No oral or telephonic modification of any proposal submitted will be considered. You may include a link to your company's web site to reference supplemental or additional information.

Each proposal must have an original signature in ink of only one (1) responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. When requested by the Districts, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Failure to sign properly may result in rejection of the proposal. Obligations assumed by such signature must be fulfilled.

Corrections made of entries on the proposal must be initialed in ink by the same person who signs the form for the Distributor. No corrections can be made after the time stated for receiving quotations

8. WITHDRAWAL OF PROPOSALS

A distributor may withdraw a proposal electronically prior to the submission deadline. Proposals may not be withdrawn after May 15, 2020 by 10:00 a.m.

9. AWARDS

The Districts shall not be obligated to accept the lowest priced proposal (price will be the primary factor for evaluating and scoring), but will be evaluating proposals with the intent of awarding to one responsible distributor in each category. The Districts reserve the right to contract with any entity responding to this proposal, to reject any and all proposals without explanation or recourse and to negotiate with the companies submitting a proposal. The Districts further reserve the right to contract the work with whomever and in whatever manner the Districts decide, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the Districts may require. The Districts reserve the right of determination that items proposal meet or do not meet proposal specifications.

The Districts further reserve the right to award to one or more distributors as determined to be in the best interest of the District.

The Districts make no representation that participation in the proposal process will lead to an award of contract, or any consideration whatsoever. The Districts shall in no event be responsible for the cost of preparing any proposal in response to this proposal solicitation.

The Districts will award the contract based on the following criteria:

1. Cost (35 points)

Proposers should submit the required products/food list thoroughly and in a manner to ensure transparency of the elements of the fixed price cost structure so that it can be easily understood, explained, and audited. The proposer proposing lowest cost will be assigned 35 points. A rubric will be developed based on number of submissions. Example: If 4 proposals are received, the lowest total proposal will be ranked 1st and will be assigned total possible points of 35. The second lowest proposer will be assigned 26.25 points. The 3rd and 4th proposers will be assigned 17.50 points and 8.75 point, respectively.

2. Customer Service & References (25 points)

Proposers should demonstrate their ability to promptly respond to request for information, to resolve complaints and issues, and to provide timely and accurate delivery. Proposer's customer service staff should be easily accessible for inquiries or issues. Customer services may be rated based on responses, references and/or interview.

3. Experience and Competence (20 points)

Proposer should be able to provide state-of-the-art technology in order to provide services including data collection, customized reports, trend analysis, information sharing, real-time reporting, and complete traceability

of product. Proposer should demonstrate substantial and recent experience in providing the products to California public schools. Proposer should provide an efficient supply-chain management system to ensure timely and accurate delivery and flexibility to address changes in needs of the Co-Op.

4. Sustainability (20 points)

Proposer should have an integrated operation including evidences that the proposing firm will continue to operate successfully throughout the term of any contract it accepts. Proposer should have a robust level of financial capability sufficient to handle contracts as large as any contract is likely to be and on a multi-year basis.

The Districts hereby notify all respondents that they will affirmatively ensure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit its response to this RFB and no respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability, or sexual orientation on consideration for the award.

10. PROTEST BY PROPOSERS

A proposer may protest a proposal award if he/she believes that the award is inconsistent with FUESD Board policy, the proposal's specifications, or is not in compliance with law. A protest must be filed in writing with the FUESD Superintendent or designee by the protest deadline. The proposer shall submit all documents supporting or justifying the protest. A proposer's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract. The Superintendent or designee shall review the documents submitted with the proposer's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the proposer in order to attempt to resolve the problem. The proposer may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the proposer of the time for Board consideration of the protest. The Board's decision shall be final.

11. EXECUTION OF CONTRACT

The signed contract forms submitted by the proposing Distributor(s) become fully executable after the award of the contract. The complete "Contract" consists of the following documents: Notice of Request for Proposals, Schedule of Important Dates, Request for Proposal Signature Page, Instructions to Proposers Required Proposal Documents Checklist, Required Proposal Documents Description of Documents, Contract, District Information, Reference List, Suspension and Debarment Certification, U.S. Department of Agriculture,

Disclosure of Lobbying Activities, Iran Contracting Act of 2010 Compliance Affidavit, Non-Collusion Declaration, Buy American Certification, Tobacco-Free School Certification, Fingerprinting Certification, and Product Lists. Failure or refusal of the successful proposer(s) to execute a contract upon award by the Districts may result in a claim for damages by the Districts and shall be grounds for immediate removal from the Districts' proposers list and bidding on future bid solicitations. The Districts may work with the backup distributor, or may reject all proposals and may issue a new solicitation for proposals.

12. FAILURE TO FULFILL CONTRACT

When vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the member district may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the district. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful proposer may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the proposer provided satisfactory proof is furnished to the Board or Education, if requested. Failure to fulfill contract may result in proposer disqualification in subsequent year(s) due to non-responsible practices.

13. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS OR USDA FOOD PRODUCTS

The proposer hereby agrees and acknowledges that monies utilized by the Districts to purchase the items proposal is public money appropriated by the United States Department of Agriculture and State of California or acquired by the Agency from similar public sources and is subject to variation. The Co-Op or one or more of its member districts fully reserves the right to cancel this proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds and/or lack of availability of USDA Foods products.

14. TERMINATION

The Contract may be terminated by the Districts without cause upon thirty (30) days' written notice to the Contractor. The Districts' right to terminate under this paragraph shall be in addition to any other rights reserved to the Districts under this Contract.

15. INDEPENDENT CONTRACTOR STATUS

The Districts shall view the legal position of the proposer as an “independent contractor” and that all persons employed by the proposer to furnish services are employees, agents or officers of the proposer and not of the Districts. The Districts shall not be liable for any of the Contractor’s acts or omissions performed under the contract to which the proposer is party. The proposer will complete IRS form W-9 providing taxpayer identification number and also indicate whether the proposer is a corporation, sole-proprietor, partnership, individual, etc. The form must be on file with the Districts within sixty (60) days from the date for the Contract start date.

Contractor shall be free to contract for similar services to be performed for other employers while he/she is under contract with Districts. Contractor is not to be considered an agent or employee of the Districts and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that the Districts may provide for its employees. Districts and Contractor acknowledge Labor Code section 2750.3 and its potential impact on independent contractor relationships. Districts and Contractor agree that (a) Contractor will remain free from the control and direction of the Districts in connection with the performance of the services; (b) the scope of work contemplated by this agreement is outside the usual course of the Districts’ business; and (c) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the services performed under this agreement. Notwithstanding the provisions of Section 2750.3, Contractor desires to maintain independent contractor status in relation to the Services provide for the Districts hereunder. Contractor certifies that it shall not subcontract any of the services provided in accordance with this Contract and shall indemnify and hold harmless the Districts, its governing board, trustees, officers, agents, representatives, employees and volunteers from all employment related claims arising out of the employment relationship between the Districts and Proposer or its sub-contractors or employees, including claims of misclassification under Labor Code section 2750.3.

Fallbrook Union Elementary School District
RFP No. 389-19-20
Required Proposal Document Checklist

Distributors responding to this RFP must follow the format in the section of Required Proposal Documents. The following must be completed and submitted with the proposal package:

1. Cover Letter (Note: Provide your own document with requested information)
2. Request for Proposal Signature Page
3. Contract
4. Reference List
5. Public Liability and Property Insurance (Note: Provide your own document.)
6. Worker's Compensation Certificate (Note: Provide your own document)
7. Hazard Analysis Critical Control Point Plan (Note: Provide your own document.)
8. Food Security and Safety Program (Note: Provide your own document.)
9. Product Recall Program (Note: Provide your own document.)
10. Disaster Contingency Plan (Note: Provide your own document.)
11. Evidence of Satisfactory Third-Party Safety Audits (Note: Provide your own document)
12. Suspension and Debarment Certification, U.S. Department of Agriculture
13. Disclosure of Lobbying Activities
14. Iran Contracting Act of 2010 Compliance Affidavit
15. Buy American Certification
16. Tobacco-Free School Certification
17. Fingerprinting Certification
18. Signature Page
19. Non-Collusion Declaration
20. Required Proposal Documents Checklist
21. Product/Food Lists with Pricing
22. Payment Documentation

Completed by: _____

Title: _____

Signature: _____

Date: _____

Fallbrook Union Elementary School District
RFP No. 389-19-20
Required Proposal Document Descriptions

1. Cover Letter

Proposers must submit a cover letter on company letterhead that is a maximum of three (3) single-sided pages and includes the following:

- RFP number in the beginning of the letter.
- A brief statement of interest and summary of relevant qualifications to engage in a professional relationship with the Districts.
- The following statement:
 - "I certify that I have read the attached RFB and accompanying instructions and that I am authorized to commit the firm to the proposal submitted."
- Name and Nature of Distributor's Legal Entity: Specify in the proposal the name and nature of the legal entity and any fictitious name(s) under which it does any business. An authorized officer or person shall sign the proposal under the correct firm name. This section should include the following information:
 - Distributor name
 - Address
 - Name of contact person
 - Phone number
 - Email address
 - Year Distributor was established
 - Number of employees
 - Web site/Facebook page
 - Signature of authorized officer or person
 - Corporate seal (if a corporation)

2. Request for Proposal Signature Page

An authorized officer or person shall sign the proposal under the correct firm name.

3. Contact

The form of contract, which the successful proposer, as Distributor, will be required to execute, is included in the contract agreement section and should be carefully examined and completed by the proposer. Proposers are required to fill in the blank lines in the contract to complete the proposal. No proposals shall receive consideration by the districts unless this contract agreement is completely filled out and signed with the proposal. The complete contract consists of the following documents: The Notice to Proposers, the Instructions to Proposers, the Accepted Bid, and the Contract Agreement, including all modifications 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 winning distributor and, when applicable, the backup distributor will be required to execute the signed contract agreement when the RFP is awarded. Distributors who are not awarded the RFP are not required to execute the signed contract agreement.

4. Reference List

Please supply the contact information for three (3) references from local (within one hundred miles of the Districts) School District Food & Nutrition Services. List must include the following information for each contact:

- District name
- Address
- Contact name and telephone number

5. Public Liability and Property Insurance

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

- Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000/\$2,000,000 Aggregate.
- Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000 Aggregate.
- Insurance certificate must name the District(s) as additional insured.
- Certificate to be submitted by Distributor prior to award.

6. Worker's Compensation Certificate

Workers' Compensation insurance shall be maintained as required by California law. Proof of such insurance must be completed and submitted with your proposal.

7. Hazard Analysis Critical Control Point (HACCP) Plan

Distributors on this contract must have a HACCP Program in place for the company. A copy of the vendor's HACCP Plan must be submitted with this proposal.

8. Food Security and Safety Program

A copy of the Distributor's Food Security and Safety Program must be submitted with this proposal.

9. Product Recall Program

A copy of the Distributor's Product Recall Program must be submitted with this proposal.

10. Disaster Contingency Plan

A copy of the Distributor's Disaster Contingency Plan must be submitted with this proposal.

11. Evidence of Satisfactory Third-Party Safety Audits

A copy of the third-party safety audit conducted during each of the last three years must be submitted with this proposal. These audits must be completed by an accredited food safety auditing organization.

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

This form must be completed and submitted with this proposal.

13. Certification Regarding Lobbying & Disclosure of Lobbying Activities

This form must be completed and submitted with this proposal.

14. Iran Contracting Act of 2010 Compliance Affidavit

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

15. Buy American Certification

This form must be completed and submitted with this proposal.

16. Tobacco Free School Certification

This form, regarding the Districts' campus policies, must be completed and submitted with your proposal. Proposals received without this form/certification will not be considered.

17. Fingerprinting Certification

This form must be completed and submitted with your proposal. Proposals received without this form/certification will not be considered.

18. Signature Page

This page must be completed and submitted with your proposal.

19. Non-collusion Declaration

Distributors on this contract are required to submit a Declaration of Non-Collusion with their proposal. This form is included with the proposal package and must be signed and notarized under the penalty of perjury and dated.

20. Required Proposal Documents Checklist

This checklist must be completed and submitted with your proposal.

21. Products List with Pricing

Distributor must submit a list of products with applicable pricing.

22. PAYMENT REQUIREMENT

The awarded proposer(s) must provide a current signed W-9, Request for Taxpayer Identification (TIN) and Certification to the Districts before payment is rendered.

Fallbrook Union Elementary School District
RFP No. 389-19-20
Contract Agreement

THIS CONTRACT ("Contract"), made and entered into this _____ day of _____, 2020, by and between Fallbrook Union Elementary School District (the "District"), on behalf of itself, Fallbrook Union High School District and Bonsall Unified School District (collectively, "Districts"), and _____ ("Distributor").

RECITALS

WHEREAS, the District has been granted authority to solicit for products and services.

WHEREAS, awarding of the proposal will be decided upon mutually by the Districts.

WHEREAS, on behalf of the Districts, the District has solicited proposals for the provision of Frozen, Refrigerated, Processed Commodities and/or Commercial Dry or Shelf Stable Food/Grocery Products and Distribution via Request for Proposals # 389-19-20 ("the RFP"), whereby the Districts may agree to purchase specified products for the Districts use from the successful proposer(s).

WHEREAS, Distributor is the successful proposer or backup proposer under such RFP, and the Districts and Distributor hereby desires to set forth this Contract with respect to the sale to the Districts and the purchase from Distributor, of Products on the terms and conditions hereinafter set forth.

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 OF AGREEMENT

This proposal will be a one (1) year proposal with an initial contract period from July 1, 2020 through June 30, 2021.

2. CONTRACT RENEWALS

This contract is deemed to be a CONTRACT FOR PRODUCTS AND DISTRIBUTION SERVICES. Under the California Education Code Article 3, Section 17596, If mutually agreeable, the Districts reserve the right to renew the contract for two (2) additional twelve (12) month periods not to exceed three (3) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the Districts. Such renewal will be made by notifying the Distributor, in writing, thirty (30) days prior to the expiration of the contract.

The percentage markup and the landed costs may be "subject to adjustment" at the beginning of each annual contract period. It is expressly understood that the contract rate increases are not automatic or guaranteed. The Distributor's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The Districts reserve the right to reject any such request and re-bid and/or terminate said contract within the provisions of the existing agreement. It is understood that increases in the manufacturer's and/or processors landed costs to the Distributor are out of the control of the Distributor. Those price adjustments may be accepted or rejected by the Districts. Increases in the percentage markup price(s) in this RFP may not exceed the increase in the Consumer Price Index Urban for the San Diego region or price increases verified by labor rate increases justified by increases in labor contracts or State of California Department of Industrial Relations prevailing wage rates. The specific index to be reviewed is the C.P.I. for San Diego County, California for the month of [that month which is six (6) months prior to the contract's annual end date] each year using the "Special Aggregate Index" category of "All Items Less Shelter" under the "All Urban Consumers" column.

3. DISCONTINUANCE OF SERVICE

Failure on the part of the successful Distributor to meet contract requirements shall be cause for cancellation, without further notice or demand by the Districts. Either party may cancel the contract upon a thirty (30) day written notice to the other party prior to the end of the contract term.

The Districts reserve the right to discontinue service upon 24-hours' notice for due cause which shall include such reasons as unsatisfactory product or service; or to extend the contract with present Distributor upon annual review of weighted factors, performance of service and/ or provision of quality products. FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.

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

foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Districts.

4. PRICING

The pricing proposed must remain in effect for the term of the contract, including any annual extensions. The proposed pricing methodology will also be applied to any new products requested. New commercial food products shall be priced using the Distributor's landed cost. Landed cost is defined as invoice cost from the manufacturer plus freight, if freight is not included with invoice cost.

If the variation of multiple drops is a factor in the price, pricing for both single and multiple drops per shall be included on this RFP. Fee for service pricing shall be included in the pricing quote as well.

5. PRICE ADJUSTMENTS

The successful Distributor shall be allowed to adjust prices on allowable bid prices upon presentation of suitable proof of a price increase from a manufacturer or processor. A notice shall be sent including proof of any increase thirty (30) days prior to the increase. No increase to the price will be allowed sooner than one hundred eighty (180) calendar days from the date of proposal award, including thirty (30) calendar days advance written notice. Any change to the price shall be subject to mutual agreement by both parties.

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

6. FUEL SURCHARGES

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

7. ORDER CONDITIONS/DELIVERY MINIMUMS

There shall be no minimums in dollar volume or case counts. However, Districts shall be mindful of delivery sizes and case counts to keep distribution productive.

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

8. VEHICLE DELIVERY CONDITIONS

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

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

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

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

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

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

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

9. PRODUCT QUALITY CONTROL

The Districts reserve the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the Districts to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor in default.

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

Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall

ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of San Diego or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

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

Distributor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the Distributor's Hazard Analysis Critical Control Point (HACCP) system must be submitted with its submission. Proof of regular voluntary audits by a third-party inspector is required – copies from the previous 3 years must be included with the RFP submission.

In the event of a product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with proposal (HACCP Plan, Food Security and Safety Program including Pest Control Policy).

10. INFERIOR PRODUCT

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

11. PACKAGING

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

12. BUY AMERICAN PROVISION

Federal regulations require that to the maximum extent possible, only domestic products are purchased consistent with the "Buy American" provisions of Public Law [PL 105-336] under the Richard B. Russell National School Lunch Act. Therefore, Distributors offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable

product is not available domestically, in which case other countries of origin may be considered for purchase.

13. NUTRITIONAL INFORMATION AND LABELING

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

The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), iron (mg).

14. ALL PROCESSED FOODS SHOULD NOT CONTAIN ANY ARTIFICIAL TRANS FAT

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Distributor shall notify all Districts’ Nutrition Services Department whenever there is a product/ingredient change in any item provided to the Districts. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Nutrition Services Department.

15. DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS

Any and all products delivered during the period covered by this contract shall be only the exact manufacturer’s products and code numbers as requested by the Districts unless prior approval has been received to deliver alternate products. The Districts will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case.

If the desired product is absolutely not available for any reason, the Districts shall be notified **at least three business days** in advance and the Districts shall be given

options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the Districts. **When substitutions do occur, Distributor shall provide nutritional statements and ingredient listings of the replacement product to the Director or designated person prior to delivery of product.**

The Distributor must provide the specified product or an acceptable substitute, as determined by the Districts. If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the Districts for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the Districts.

16. DELIVERIES

The successful Distributor will make mutually acceptable delivery time options available for each site within the Districts. The Districts reserve the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. **(Delivery locations with delivery time window for each district is included in the proposal document).**

Once a mutually agreed upon delivery schedule is established between the Distributor and the Districts, the Distributor will provide a delivery schedule, for all routes which include delivery window for each site and timely delivery of all orders is expected.

If, at any time, a delivery cannot be made within one (1) hour of scheduled time, the Vendor/Driver must notify the school/site to negotiate an alternate delivery time or day. If a delivery is within the time frame of forty-five (45) minutes of the delivery site daily closing time the District reserves the right to refuse the late delivery and will assume no financial obligation if the delivery is refused, to ensure no disruption to meal service, a representative from the Distributor must contact the District to negotiate an alternate delivery day and time. Frequent occurrences may result in cancellation of the Contract. The District may refuse unscheduled deliveries at the Vendor's expense.

The Distributor must guarantee a 95% fill rate for all District orders. For any District order, if the Proposer is unable to perform under the terms of the Contract, or if it fails to deliver any items ordered within the prescribed timelines, the District reserves the right to cancel any order(s) or purchase the item(s) on the open market, and to request and receive payment from the Proposer for the difference between the contract price and the price the District pays on the open market.

17. ACCOUNTING

Invoices will be furnished in triplicate and include delivery site, product name, quantity ordered, quantity delivered, unit size, unit price and commodity pass through value, if applicable. The original copy is to be kept by the Distributor. The original invoice must be signed by the individual receiving the product and is to be left for the child nutrition site designee (e.g. lead, manager). An invoice signed by the child nutrition site designee is required in order for the invoice to be processed for payment.

A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner. Statements for all goods purchased within a calendar month shall be made available on an individual school basis. Statements should be sent by the 10th of the month following the month of purchase.

18. PAYMENT REQUIREMENT

If awarded this contract, the distributor must provide a current signed W-9, Request for Taxpayer Identification (TIN) and Certification to each of the Districts before payment is rendered. The payment terms of this contract shall be "Net 30 days" unless otherwise indicated below. All invoices are due and payable within 30 days from the statement date.

19. ADDITIONAL ACCOUNTING REQUIREMENTS

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

20. RIGHT TO AUDIT

The Distributor shall submit to third party audits and/or inspections initiated by the Districts during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Distributors must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

21. FORCE MAJEURE

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

22. SAFETY AND SECURITY

The Distributor shall comply with all Districts security regulations. All products furnished and services performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California.

Distributor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the affecting district:

Fallbrook Union Elementary School District

(760) 731-4352

Bonsall Unified School District

(760) 631-5200

Fallbrook Union High School District

(760) 731-6192

23. INSURANCE

Distributor shall maintain during the life of this contract General Liability and Property Damage Insurance to protect themselves and, as an additional insured, the Districts, its governing boards, its officers, its agents, and its employees from all

claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth and be primary over any other insurance carried by the Districts. Distributors are required to furnish certificates of insurance, along with the additional insured endorsements, prior to start of work.

- Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000/\$2,000,000 Aggregate.
- Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000 Aggregate.
- Insurance certificate must name the District(s) as additional insured.
- Certificate to be submitted by Distributor prior to award.

24. AFFIRMATIVE ACTION

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

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

25. HOLD-HARMLESS CLAUSE

To the fullest extent permitted by law, the Distributor agrees to indemnify, defend and hold the Districts entirely harmless from all liability arising out of: any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Distributor's employees or Distributor's subcontractor employees arising out of Distributors work under this proposal; and any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Distributor, or any person, firm or corporation employed by the Distributor, either directly or by independent contract, including all damages due to loss or theft, sustained by and person, firm or corporation including the Districts, arising out of, or in any way connected with the Distributors work under this proposal, including injury or damage either on or off the Districts property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the Districts.

The Distributor, at the Distributor's own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Districts, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against

the Districts, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

26. FINGERPRINTING

Successful Distributor agrees to comply with all provisions of Education Code Section 45125.1 Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the Districts that will enter the sites and other Districts facilities for purposes of providing services covered by this proposal during normal District hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Distributor will provide the Districts with a list of all employees providing services pursuant to this RFP.

27. PIGGYBACK CLAUSE/OTHER DISTRICTS

For the term of the contract and any mutually agreed extensions,, Distributor agrees to allow other school districts within the California Counties of Los Angeles, Orange, Riverside, San Bernardino, and San Diego to purchase identical sourcing and distribution services, upon the same terms and conditions contained in this contract. Any liability created by any such purchase orders issued against this Contract shall be the sole responsibility of the district placing the order. The Districts waive their right to require such other districts and offices to draw their warrants in favor of the Districts.

28. RELATIONSHIP

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

29. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

30. ATTORNEYS' FEES

In the event of any dispute between the Districts, Individual District, and Contractor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses

of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.

31. GOVERNING LAW AND VENUE

In the event of litigation, the proposal documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in the County of San Diego.

32. SEVERABILITY

If any provisions of the resulting Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year first above written.

DISTRICT: Fallbrook Union Elementary School District **DISTRIBUTOR:**

By: _____ **By:** _____

Title: _____ **Title:** _____

Address: 321 Iowa Street, Fallbrook, CA 92028

Phone: (760) 731-5445

Phone:

Fax:

Fax:

Authorized Officers or Agents
(Corporate Seal)

**Fallbrook Union Elementary School District
RFP No. 389-19-20**

District Information

1. Bonsall Unified School District	
Zip Code(s) of Delivery Site(s)	92003
Menu Rotation? Cycle, Annual, Monthly Weekly	Cycle
Number of Delivery Sites	1
Deliveries Per Week	1
Preferred Day(s) of Delivery	
Preferred Time of Delivery	6:00 AM – 9:00 AM
Bonsall USD - 31505 Old River Rd, Bonsall, 92003 OFFICE (760)631-5214 FAX (760)631-5366 Site Contact: Lisa Macek, Kitchen Manager (760)631-5214	<i>No loading Dock Follow signs to Food Service Delivery area</i>
2. Fallbrook Union Elementary School District	
Zip Code(s) of Delivery Site(s)	92028
Menu Rotation? Cycle, Annual, Monthly Weekly	Seasonal 2 Week Cycle Menu
Number of Delivery Sites	1 w/Option of 2 per week
Preferred Day(s) of Delivery	Tuesday/Thursday
Preferred Time of Delivery	6:00 AM – 10:00 AM (Early)
FUESD – CNS 409 W. Fallbrook Street, Fallbrook CA 92028 OFFICE (760)731-4352 FAX (760)723-6143	<i>No loading dock, Area w/lifting gate available</i>
3. Fallbrook Union High School District	
Zip Code(s) of Delivery Site(s)	92028
Menu Rotation? Cycle, Annual, Monthly Weekly	Cycle/Bi-Monthly
Number of Delivery Sites	2
Deliveries Per Week	2
Preferred Day(s) of Delivery	
Preferred Time of Delivery	6:00 AM – 8:30 AM
Fallbrook High School - 2200 S. Stagecoach Ln, Fallbrook, 92028 OFFICE (760)731-1601 FAX (760)731-6192 Judi Reynolds Contact	<i>Small dock; Large delivery trucks may not be able access</i>
Vallecitos Elementary School 5211 5 th Street, Fallbrook, 92028 OFFICE (760)728-7092 FAX – N/A Contact: Kursten Orr	No loading dock

Fallbrook Union Elementary School District
RFP No. 389-19-20
Reference List

List at least three (3) local (within one hundred miles of the Districts) clients for whom you have provided similar services. Show the names, addresses, and current telephone numbers of the persons who may be contacted. Information obtained through the references will be evaluated by the District. The Proposer recognizes that to ensure the effectiveness of the information review process, references must be able to speak frankly and openly. Proposer, therefore, releases the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the District regarding the Proposer or the Proposer's performance of work.

1. Name	Address	Phone Number	E-mail Address
_____	_____	_____	_____

2. Name	Address	Phone Number	E-mail Address
_____	_____	_____	_____

3. Name	Address	Phone Number	E-mail Address
_____	_____	_____	_____

**Fallbrook Union Elementary School District
RFP No. 389-19-20
Debarment Certification**

California Department of Education
School Nutrition Programs Unit Child
Nutrition and Food Distribution Division
April 1998

**SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE**

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS THAT FOLLOW)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name Title Signature Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL RESPONSES.

G:SNP:DEBARMENT
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 \$100,000) is providing the preceding certification in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this 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.

Fallbrook Union Elementary School District
RFP No. 389-19-20
Lobbying Certification

California Department of Education
School Nutrition Programs Unit
Child Nutrition and Food Distribution Division
April 1998

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and potential or existing contractors/vendors as part of an original proposal, contract renewal or extension when the contract exceeds \$100,000.

**Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts
Exceeding \$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

[Signatures on next page.]

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

(4) OR

Name of Food Service Management or Food Service Consulting Company:		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

Fallbrook Union Elementary School District
RFP No. 389-19-20
Iran Contracting Certification

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits proposers engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A proposer who “engages in investment activities in Iran” is defined as either:

1. A proposer providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A proposer that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The proposer shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the proposer is not identified on the DGS list of ineligible businesses or persons and that the proposer is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

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 proposal on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the proposer shall provide its vendor or financial institution name, and Federal ID Number if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the proposer or financial institution identified below, and that the proposer or 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 or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

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

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a proposer or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to proposal on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the proposer or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the proposer or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

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

Fallbrook Union Elementary School District
RFP No. 389-19-20
Non-Collusion Certification

TO BE EXECUTED BY AND SUBMITTED WITH PROPOSAL

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

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

Date

Name of Vendor

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

Fallbrook Union Elementary School District
RFP No. 389-19-20
Buy American Certification

The undersigned Proposer hereby certifies on behalf of____that it will meet Buy American requirements in Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)).

The Buy American provision requirements Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21 (d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

Limited exceptions - There are limited exceptions to the Buy American provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable.

Exceptions to the Buy American provision exist; they are to be used as a last resort. These exceptions, as outlined in the U.S.D.A. guidance, are:

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

Permission from the Districts shall be obtained before an exception to this provision is exercised.

Proposer: _____

Signature of Authorized Official: _____

Printed Name of Authorized Official: _____

Title: _____

Date: _____

Fallbrook Union Elementary School District
RFP No. 389-19-20
Fingerprinting Certification

To the Board of Education of Fallbrook Union Elementary School District:

I, _____, certify that:

1. I have carefully read and understand California Education Code Section 45125.1 applies to contracts for the provision of photography services to the District. Section 45125.1 requires that individuals who will come into contact with pupils of a school district must be fingerprinted and their fingerprint cards must be submitted to the California Department of Justice ("CDOJ") and Federal Bureau of Investigation ("FBI") for a criminal records check. No such individual with a record of conviction for a serious or violent felony may be assigned to perform services which will place them in contact with pupils without the prior written approval of the District. This certification does not grant such approval.

2. Due to the nature of the work _____ will be performing for the District; company employees may have contact with students of the District.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the CDOJ and FBI.

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

Executed at _____, California on _____ (date).

Signature

Typed Name

Title

Company Name

Address

Telephone

Email Address

Fallbrook Union Elementary School District
RFP No. 389-19-20
Tobacco Free Certification

The Fallbrook Union Elementary School District ("District") Governing Board ("Board") recognizes the health hazards related to the use of tobacco and tobacco products, including the breathing of second-hand smoke and desires to provide a healthy environment for students and staff.

Therefore, the Board, in the best interests of the District, its students, and its employees, and in accordance with State and Federal laws, requires the District to be tobacco-free in all district buildings, facilities, and vehicles owned, leased or operated by the Fallbrook Union Elementary School District.

Tobacco-free shall mean prohibition of the use of tobacco or tobacco products on any part of school district grounds or buildings, in district vehicles, and at any time by anyone on district property. This includes tobacco use by staff, students, parents, and other individuals at any district-sponsored event or activity.

Per the tobacco-free school policy set forth in Board Policy Number 5131.62 of the Fallbrook Union Elementary School District a copy of which is stated above and is incorporated herein by reference; Photographers and any officers, agents and employees of either of them shall be deemed visitors to the District while on District premises. Pursuant to the terms of the Policy, the use of tobacco, or any product containing tobacco or nicotine products by any visitor on school premises is prohibited.

By signing below, the undersigned acknowledges notice of Board Policy 5131.62 and remedies set forth herein.

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

Fallbrook Union Elementary School District
RFP No. 389-19-20
Product List

CATAGORY	Processor/ MFG	CODE	PRODUCT	PACK SIZE	TOTAL USAGE	BID PRICE - 1 Drop/ 1 Delivery Per Wk	EXTENSION	BID PRICE - 1 Drop/ 2 Deliveries Per Wk	EXTENSION	BID PRICE 2-6 Drops / 1 Delivery Per Wk	EXTENSION	FEE FOR SERVICE
Asian/Egg Roll	Amys	3053	Egg Roll Chicken Ww #3053W Amys 40/5 Oz	40/5oz	95							
Bacon	Jennie-O	271106	Bacon Turkey Jennie-O Pre-Cooked Crispy Bacon	12/50sl	5							
Bacon	Jennie-O	871602	Bacon Turkey Jennie-O Bacon Bits 12/1-1.5#	12/1.1/2lb	1							
Bakery	Fat Cat Scones	wgcrnmfn-9#	Wg Corn Bread Batter	18lb	25							
Bakery	Safe And Fair	03229N	Gavin'S Granola Cinnamon Pch	96/2oz	100							
Bakery	Marzetti Co	85360	Wg Crouton	4/2.5lb	150							
Bakery	Sky Blue Foods	CRC272	Wg Cinnamon Crumb Cake	72/3oz	12							
Bakery/Bread	Fresh Bread		6" Www Hot Dog Buns (2 Oz Grain Eq)	doz	2150							
Bakery/Bread	Fresh Bread		4" Www Hamburger Bun (2 Oz Grain Eq)	doz	6750							
Bakery/Bread	Fresh Bread		5" 51% Www Hinge Hoagie Roll (2 Oz Grain Eq)	doz	1000							
Bakery/Bread	Fresh Bread		Artisan 51% Www Dinner Roll (1 Oz Grain Eq)	doz	1450							
Bakery/Bread	Fresh Bread		51% Www Hawaiian Dinner Roll (2 Oz Grain Eq)	doz	750							
Bakery/Bread	Fresh Bread		51% Www Pullman Loaf 20/Oz Sliced (1 Oz Grain Eq/Sli)	loaf (22 slices/loaf)	2200							
Bakery/Cookies	Fat Cat	WGCCC140-1SW	Cookie Choc Chip 1w #Wgccc140-1Sw Fatcat	140/1.2oz	255							
Bakery/Snack	Buena Vista	82220	Brownie Bv Lf Choc Chip Wg 1w 96-2Oz	96/2oz	10							
Bakery/Snack	Buena Vista	83330	Brownie Bv Choc Chip Fudge Wg 1w 120/1.3 Oz	120/1.3oz	5							
Baking		225263	Sugar, C&H Granu 25# (404720)	25#	2							
Baking		N/A	Sugar, C & H Brown Sugar 25#	25#	3							
Baking	Ventura Foods	58500	Canola Oil	2/17.5lb	2							
Baking	Tollhouse	745100/349272	Morsels Mini Semi Sweet	1/25#	5							
Baking	The Langlois Company	453	Corameal	25Lb	10							
Baking	The Langlois Company	180	Imitation Maple Syrup	4/1Gl	20							
Baking	Rodelle	532572	Imitation Vanilla	1Gal	10							
Baking	Quaker	20164	Quick Oats	50Lb	500							
Baking	Gold Medal	58034	White Wheat Flour	50Lb	10							
Baking	Gold Medal	14323	All Purpose Flour	25Lb	5							
Baking	Ghirardelli	482330/69069	Cocoa Powder Sunrise Dutch	1/25Lb	10							
Baking	Choice	3710005985	Solid Pumpkin	6/#10	15							
Baking	C&H	404720	Granulated Sugar	25Lb	40							
Baking	Butter Buds	56217	Buttermist Spray	6/17Oz	15							
Baking	Arm & Hammer	282395	Baking Soda	13.5Lb	10							
Baking	Argo	677123	Baking Powder	60Oz	10							
Beans		N/A	Beans Black 6/#10	6/#10	5							
Beans		N/A	Beans Garbonzo 6/#10	6/#10	5							
Beans		N/A	Beans Pinto 6-#10	6/#10	5							
Beans		N/A	Beans Ranch Style 6/#10	6/#10	5							
Beans		N/A	Beans Refried Vegetarian Teasdale 6-#10	6/#10	5							
Beef	D/Lee	655	Mini Chsbrg Cnqcb655 Cmndy D/Lee 72/6.4 Oz	72/6.4oz	533							
Beef	D/Lee	CNQTD0753	Teriyaki Beef Dunkers, Cnqtdo753 Cmndy D/Lee	160/3oz	10							
Beef	Jlm	C5337	Chili Con Carne W/Beans Cmndy Jlm 6/5#	6/5#	5							
Beef	D/Lee		Beef Steak Cnq182003 Cmndy D/Lee 240/3 Oz	240/3oz	225							
Beef	D/Lee		Meatballs Cnq19053 Cmndy D/Lee 200/Cs	200/cs	45							
Beef	D/Lee		Beef Crumbles Cnq80104 284/Cs	284/cs	32							
Beverage		5611	Water, Arrowhead Sport Top 24/23.7 Oz	24/23.7	60							
Beverage		6565	Water, Nestle 24/8 Oz	24/8oz	515							
Beverage	Pure Life	6827493471	Bottle Purified Water Lg Btl	24/16.9Oz	15							
Bread	Bakery Chef	21031	Wg Ez Split Buttermilk Biscuit	150/2.1oz	200							
Bread	Papapita Bakery	1490	Sandwich Bread 51% Wg	24Sl	2							
Bread	Fresh Bread	2179	6" 51% Www Hot Dog Buns	12/1.96Oz	50							
Bread	Fresh Bread	2176	4" 51% Www Hamburger Buns	12/2.07Oz	7000							
Bread	Fresh Bread	341	Artisan 51% Www Dinner Rolls	12/1Oz	17							
Bread	Fresh Bread	348	5" 51 % Www Hinge Hoagie Rolls	12/2Oz	400							
Bread	Fresh Bread	60374	Www Plain Sliced Bagels	6/3Oz	1500							
Bread	Fresh Bread	3420	51%Www Hawaiian Dinner Roll	12/2Oz	2000							
Bread/Roll	Dave'S	826	Muffin Cornbread Dave'S 60-3.15Oz	60/3.15oz	100							
Bread/Roll	Bake Crafter	3286	Croissant Sld Round Wg Bakecrafters 80/2.2 Oz	80/2.2oz	110							
Bread/Roll	Bridgeford	6270	Biscuit Bidgeford Wg Honey Sliced 100/2.2 Oz	100/2.2oz	25							
Bread/Roll	Rich'S	14010	Flatbread 6X6 Oven Fired Wg Rich'S 192-2	192/2oz	10							
Bread/Stick	Bosco	5672	Pretzel Stick Boscos 6" Wg 72/2.5 Oz	72/2.5oz	10							

Bread/Stick	Bosco	702011-1120	Breadsflck, Cheese 6" Wg Bosco 144Ct	144ct	10							
Bread/Stick	Bosco	702372-1120	Breadsflck, Cheese 6" Wg Bosco 72Ct	72ct	10							
Breakfast	Rich'S	8733	Ultimate Brkfst Rnd Wg lw Rich'S 126/2.2 Oz	126/2.2oz	420							
Breakfast	Lupita	1450	Concha, Assorted Flavors, Wg, lw, 84/2.25Oz	84/2.25oz	1700							
Breakfast	Bake Crafter	1716	Mini Breakfast Bite Apple Bake Crafter 72/2.75 Oz	72/2.75oz	700							
Breakfast	20Th	61300W	Wg Cinnamon Bun, lw, 20Th Century 61300W, 72/3	72/3oz	100							
Breakfast	Super Bakery	6071	Loaf Asst Flavors Sliced, lw, Ww Super Bakery,	70/3.4oz	100							
Breakfast	Pillsbury	27851	Frudel Cherry Pillsbury 72/2.29 Oz	72/2.29oz	20							
Breakfast	Pillsbury	27852	Frudel Apple Pillsbury 72/2.29 Oz	72/2.29oz	25							
Breakfast	Lupita	1458/1500	Loaf Wg lw Assorted Flavors Lupitas 96/2.25Oz	96/2.25oz	10							
Breakfast	Arlington Val	53363 00001	Snackn Waffles Buttery Maple 53363 00001	72/2.4oz	35							
Breakfast	Arlington Val	53363 00003	Snackn Waffles Sweet Cinnamon 53363 00003	72/2.4	30							
Breakfast	Nature Valley	2382000	Oats & Honey Granola Bar	168/1.5oz	110							
Breakfast	Super Bakery	7786	Wg Mini Donut Choc. Enrobed lw	72/3.3Oz	1							
Breakfast	Richs	14839	Donut Ring Wg	84/2.45Oz	70							
Breakfast	Pillsbury	37732	Mini Pancakes Maple Burst'N lw	72/3.17Oz	10							
Breakfast	Intearated	952000	Low Sodium Rf Chili Chs Doa lw	72/4.5Oz	10							
Breakfast	General Mills	31917	Lucky Charms Bowlpak	96/1Oz	10							
Breakfast	General Mills	32262	Cheerios Bowlpak	96/1Oz	15							
Breakfast	Eggo	38000-92315	Wg Mini Maple Waffles	72/2.65Oz	20							
Breakfast/Bagel	Bake Crafter	996	Bagel Mini Wg lw 130/1 Oz	130/1oz	210							
Breakfast/Bagel	Pillsbury	38399	Bagel Mini Cin Crmy Pillsbury 72/2.43 Oz	72/2.43oz	25							
Breakfast/Bagel	Pillsbury	38413	Bagel Mini Strwb Crmy Pillsbury 72/2.43 Oz	72/2.43oz	225							
Breakfast/Bagel	Tony Roberts	60012	Bagel B/Bry-Bulk Wg Tony Roberts 72/3 Oz	72/3oz	6							
Breakfast/Bar	Sky Blue	5172	Bar Honey Wheat Brkfst Bar #Hwb5172 Sky Blue	72/2.8oz	50							
Breakfast/Bar	Fat Cat	COC110-2.8 sw	Bar-Cocoa Oat Fatcat 110/2.8 Oz	110/2.8oz	50							
Breakfast/Bar	Fat Cat	CAOC110-2.8 sw	Bar-Cinamon Apple Fatcat lw Wg 1/2 Cup Fruit	110/2.8oz	100							
Breakfast/Bar	Sky Blue	12596	Bar Wheat Mini Hny Bk Bar #Hwb12596 Sky	96/1.4oz	22							
Breakfast/Bar	Benefit	40401	Bar Oatmeal Chocolate Chip W J&J Benefit 48/2.5	48/2.5oz	2055							
Breakfast/Bar	Benefit	40405	Bar Apple/Bbry J&J Benefit 48/2.5 Oz	48/2.5oz	10							
Breakfast/Bar	Benefit	40451	Bar Mini J&J Benefit Asst Flavors 96/1.25 Oz	96/1.25oz	10							
Breakfast/Burrito	Arizona	3710320	Burrito Chorizo Eg-Chs Wg lw Arizonagold 54/3.2 Oz	54/3.2oz	5							
Breakfast/Cake	Dave'S	325	Crumb Cake Wg Daves lw 45/2.2 Oz	45/2.2oz	210							
Breakfast/Cake	Buena Vista	90040IW	Coffee Cake Wg Bv 72/4Oz	72/4oz	5							
Breakfast/Cake	Sky Blue	88272	Crumb Cake Chocolate Chip Sky Blue 72/3 Oz	72/3oz	40							
Breakfast/Cereal	Malt O Meal	27149	Frosted Shredded Wheat	48/2oz	65							
Breakfast/Cereal	Malt O Meal	8676	Wg Honey Scooter Lrg Bowl	48/2oz	75							
Breakfast/Donut	Jsb Smart	78626	Donut Apple Cinn Smart Choice Jsb lw 80/2.25 Oz	80/2.25oz	20							
Breakfast/F Toast	Bake Crafter	449	French Toast Stks Wg lw Bake Craft 88/3 Oz	88/3oz	200							
Breakfast/F Toast	Pillsbury	37308	French Toast Mini Trpl Berry Pillsbury 72/2.64 Oz	72/2.64oz	15							
Breakfast/F Toast	Pillsbury	37309	French Toast Mini Cinnamon Pillsbury 72/2.64 Oz	72/2.64oz	20							
Breakfast/Muffin	Dave'S	822	Muffin Apple Wg822 Dave'S 60/3 Oz	60/3oz	20							
Breakfast/Muffin	Dave'S	WG825	Muffin Choc Chip Wg Dave'S 60/3 Oz	60/3oz	75							
Breakfast/Muffin	Dave'S	WG828	Muffin Banana Wg Dave'S 60/3 Oz	60/3oz	35							
Breakfast/Muffin	Dave'S	WG829	Muffin Blueberry Wg Dave'S 60/3 Oz	60/3oz	65							
Breakfast/Muffin	Buena Vista	61340	Muffinsweet Potato Chocolate Chip Bv 48/3.5 Oz	48/3.5oz	50							
Breakfast/Muffin	Buena Vista	63249	Muffin Blueberry Oat Bv 56/4 Oz	56/4oz	50							
Breakfast/Muffin	Dave'S	WG845	Muffin Double Choc lw Wg Dave'S 60/3.1 Oz	60/3.1oz	65							
Breakfast/Pcake	De Wafelbakkers	625	Pancakes Maple Wg Mini De Wafelbakkers 72/3 Oz	72/3oz	50							
Breakfast/Pcake	Pillsbury	32259	Pancakes Mini Mple lw Pillsbury 72-3,1	72/3.1oz	500							
Breakfast/Pizza	Tony Roberts	78977	Pizza Bagel Bkfst lw Tonyroberts 96-3Oz	96/3oz	80							
Breakfast/Roll	Sky Blue	GW85160	Bun Glazed Breakfast Wg lw 60/2.6 Oz	60/2.6oz	685							
Breakfast/Roll	Dave'S	WG1001	Bar Buttermilk Twin Wg lw Dave'S 72-2.5Oz	72/2.5oz	50							
Breakfast/Roll	Shannon	70145	Cinn Roll Ww Shannon 36/3 Oz	36/3oz	10							
Breakfast/Roll	Shannon	70150	Sweet Potato Square Shannon 36/3 Oz	36/3oz	10							
Breakfast/Roll	20Th	618130	Bear Claw lw Apple 20Th Century 72/3 Oz	72/3oz	10							
Breakfast/Sand	Statefair	70401	Pancake 'N Sausage Onastick State Fair lw 40/2.85 Oz	40/2.85oz	10							
Breakfast/Waffle	Smuckers	33661	Waffle Blueberry Smuckers 72/2.4 Oz	72/2.4oz	10							
Breakfast/Waffle	Smuckers	33662/63	Waffle Snack 'N Asst. Flavors 72/2.4 Oz	72/2.4oz	10							
Breakfast/Waffle	Kelloggs	92313	Waffle Mini Cinn Kelloggs 72/2.64 Oz	72/2.64oz	10							
Canned Goods	Jackpot	OLIVE601	Sl Black Olives	6/# 10	20							
Cereal		27111	Granola, Grm Nv Oat N Hny (27111) Bulk 4-5	4/5#	5							
Cereal		27149-2	Cereal Frosted Shredded Wheat Bowl Pack 96/1Oz Post * New	96/1oz	5							
Cereal	General Mills	11918	Honey Nut Cheerios	96/1oz	60							
Cereal	General Mills	11942	Kix	96/1oz	20							
Cereal	General Mills	11943	Golden Grahams	96/1oz	65							
Cereal	General Mills	29444	Red Sug Cinnamon Toast Crunch	96/1oz	80							
Cereal	General Mills	31921	Rice Chex Bowlpak	96/1oz	30							

Cereal	General Mills	31922	25% Lss Sugar Trix Bowlpak	96/1oz	30							
Cereal	General Mills	32262	Cheerios Bowlpak	96/1oz	30							
Cereal	General Mills	38387	Cinnamon Chex Bowlpak	96/1oz	30							
Cereal	Kelloggs	38000-04996	Frosted Mini Wheats	96/1oz	30							
Cereal/Bulk	Fieldstone	547610	Granola Cereal Bulk 547610/09799	4/50 oz	8							
Cheese	Lol	41749	Cheddar Mild Shred Land O Lakes 4/5 #	4/5#	10							
Cheese	Lol	46255	American Yellow Sliced Land O Lakes 6/5#	6/5#	20							
Cheese	Lol	59703	Mozzarella String Life Land O Lakes 168/1 Oz	168/1oz	600							
Cheese	Lol	44878	Reduced Fat Co-Jack Cheese Stick Iw 168/1 Oz Land O	168/1oz	20							
Cheese	Lol	44113	Cheddar Cubes Iw 200/1 Oz Land O Lakes	200/1oz	50							
Cheese	Land O Lakes	41749	Shred Milk Cheddar Cheese	4/5# PCH	10							
Cheese	Land O Lakes	43277	Rf Mac & Cheese W/Wg	6/5#	350							
Cheese	Land O Lakes	44238	Pepperjack Cheese Slices	8/1.5lb	10							
Chicken	Foster Farms	96211	Fc Honey Bbq Wings	2/5lb	40							
Chicken	Tyson	10061470928	Hny Sriracha Bnless Wings	4/5lb	300							
Chicken	Tyson	10703140928	Wg Brd Spicy Chix Patties	148/3.53Oz	10							
Chicken/Asian	Yangs	15552-4	Cmdy Chkn Yangs Mandarin Orange Wg 43.5#	43.5#	300							
Chicken/Asian	Yangs	15554-8	Cmdy Chkn Yangs Bb Tryki 6/5 #	6/5#	300							
Chicken/Asian	Yangs	72-5	Chkn Yangs Orange Popcorn 14#	14#	10							
Chicken/Chunk/Nug	Tyson	070364-09	Chkn Tyson Wg Brd Crispy Nuggets 188/4Pcs/.7Oz	188/4pcs/.7	110							
Chicken/Parts	Tyson	666010	Chkn Tyson Breaded Drumsticks 92-4.4Oz	92/4.4oz	10							
Chicken/Patty	Tyson	2154	Chkn Tyson Breaded Patty Wg 150/3.26 Oz	150/3.26oz	40							
Chicken/Patty	Tyson	5567	Chkn Tyson Hot & Spicy Patty 148/3.26 Oz	148/3.26oz	50							
Chicken/Patty	Tyson	5778	Chkn Tyson Breakfast Patty Wg 200/1.6 Oz	200/1.6oz	10							
Chicken/Patty	Goldkist	66661	Chkn Gold Kist Spicy Patty Wg Wrp-Sj 157/3.05 Oz	157/3.05oz	10							
Chicken/Patty	Tyson	070314-09	Chkn Tyson Hot&Spicy Brd Patty Wg 149-3.	149/3.53	10							
Chicken/Patty	Tyson	003857-09	Chicken Tyson Wg Krispy Kruncy Patty 140/3.53Oz	140/3.53oz	50							
Chicken/Popcorn	Goldkist	110452	Chkn Gold Kist, Wg, Popcorn Chicken, #110452	108/4.3oz	835							
Chicken/Popcorn	Tyson	002940-09	Chkn Tyson Wg Popcorn Chicken Bites 154/Serv *	1848/.257oz	10							
Chicken/Strips	Goldkist	7517	Chkn Gold Kist Hot & Spicy Filet 120/4 Oz	120/4oz	200							
Chicken/Strips	Tyson	70322	Chkn Tyson Grill Chkn Filet Wm 215/2.26 Oz	215/2.26oz	10							
Chips	Quaker	36308	Munchie Mix Kids	104/.875oz	100							
Chips	Sun Chips	11151	Wg Multigrain Snacks Original	104/1oz	22							
Chips	Sun Chips	36445	Wg Multigrain Garden Salsa Chips	104/1oz	22							
Chips	Sun Chips	11152	Wg Multigrain Harvest Cheddar	104/1oz	52							
Chips	Tostitos	42537	Wg Baked Tortilla Scoops	72/.875oz	15							
Chips	Tostitos	18792	Wg Rf Crispy Rounds	104/.875oz	15							
Condiments	Truit	20858360	Hummus Cup Traditional Truit 120/1.9 Oz	120/1.9oz	10							
Condiments	Truit	20858360	Hummus/Bean Fiesta Chili Lime Dipper Truit 120/1.75	120/1.75oz	10							
Condiments		81290	Dressing, Asian Sesame Marzetti 60/1.5 Oz	60/1.5oz	5							
Condiments		80064	Dressing, Caesar Marzetti 4/1 Gal	4/1gal	5							
Condiments		82000	Dressing, Caesar Marzetti 60/1.5 Oz	60/1.5oz	50							
Condiments		807	Dressing, Italian Ff Kens 4/1 Gal	4/1gal	5							
Condiments		534100	Dressing, Italian Ppi 100/1 Oz	100/oz	10							
Condiments		608	Dressing, Ken'S Ranch Lite 4-1Gal	120/1.5oz	5							
Condiments		342	Dressing, Ranch Lite Natural Fresh 100/1 Oz	100/1oz	3							
Condiments		708	Dressing, Ranch Lite No Msg Kens 4/1 Gal	4/1gal	5							
Condiments		60125	Gravy Mix, Chicken, Tuf (073T-10700) 8-14O	8/14oz	5							
Condiments		4020000000	Jelly, Grape Carriage House 6/#10	6/#10	5							
Condiments		41800	Pickles Dill Chips A-1 Homade 4/1 Gal	4/1gal	15							
Condiments		503-5	Salsa, Del Real Malcajete Verde 3/4#	3/4#	10							
Condiments		2152	Salsa, La Victoria Suprema Med 4-1Gal	4/1gal	10							
Condiments		7874	Salsa, Mega Mex Verde Green 6/#10	6/#10	14							
Condiments		11139-5	Salsa, Redgold Dip Cups 84/3 Oz	84/3oz	10							
Condiments		90011	Peanut Butter Cup Cmdy Ap 100/1.1 Oz/Cs	100/1.1oz	50							
Condiments		19422	Sunbutter On The Go Cups 6/1.5 Oz	60/1.5oz	10							
Condiments		19010	Sunbutter Sunflower Creamy 6/5#	6/5#	5							
Condiments		4740	Syrup, Maple, Nat.Fresh 100-1.5Oz	100/1.5oz	10							
Condiments		28805	Tajin Clasico Ls Sachets Mexilink (1176) 1000/.035 Oz	1000/.035oz	25							
Condiments	N/A	N/A	Ketchup, Heinz 1000-9Gm	1000/9gm	60							
Condiments	N/A	N/A	Ketchup Tomato 6/#10 Or 6 Pouches	6/#10	15							
Condiments	N/A	N/A	Ketchup, Redgold Nat Sugar Ls 1000-9Gm	1000/9gm	1							
Condiments	N/A	N/A	Ketchup, Redgold Nat W/Sugar Ls 6/#10	6/#10	1							
Condiments	N/A	N/A	Mayonnaise Lite 4/1 Gal	4/1gal	12							
Condiments	N/A	N/A	Mayonnaise Packets 200-12Gm	200/12gm	25							
Condiments	N/A	N/A	Mustard Packets 500-5.5Gm	500/5.5gm	25							
Condiments	N/A	N/A	Mustard, Prepared, Shelf 4/1Gal	4/1gal	11							
Condiments	N/A	N/A	Ppi Ranch Dressin Pkt 200/12 Gm	200/12gm	75							

