



**FALLBROOK UNION**  
**ELEMENTARY SCHOOL DISTRICT**

Child Nutrition Services Department  
409 W. Fallbrook Street  
Fallbrook, CA 92028  
760-847-9364

**Request for Proposal #404-23-24**

**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:**

**Monday March 6<sup>th</sup>, 2023  
by 10:00 am**

**To be held at:**

**Fallbrook Union Elementary School District  
Child Nutrition Services Department  
409 W. Fallbrook Street  
Fallbrook, CA 92028**

**Fallbrook Union Elementary School District**  
**RFP No.404-23-24**  
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**Fallbrook Union Elementary School District**  
**RFP No. 404-23-24**  
**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 #404-23-24 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 Monday March 6<sup>th</sup>, 2023. Proposals received after that time will not be considered and will be returned to proposer. Proposals shall be opened at 10:00 AM on March 7, 2023.

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 [yvenegas@fuesd.org](mailto:yvenegas@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/proposals/>.

Refer any questions to: Yessica Venegas, Accounting Specialist, at [yvenegas@fuesd.org](mailto:yvenegas@fuesd.org) or (760) 847-9364.

**Fallbrook Union Elementary School District  
RFP No. 404-23-24  
Schedule of Important Dates**

Dates of Advertisements	Feb. 7 <sup>th</sup> – Feb.21, 2023
Deadline for Requests for Clarification	Feb. 22, 2023
Response to Requests for Clarification Sent	Feb. 27, 2023
Proposals Due	March 6, 2023 by 10:00 am
Proposal Opening Date	March 7, 2023 at 10:00 am
Date of Board Meeting for Contract Award	April 17,2023
District Sends Out Notice of Intent to Award	April 18, 2023

**Fallbrook Union Elementary School District  
RFP No. 404-23-24  
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 [yvenegas@fuesd.org](mailto:yvenegas@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 Yessica Venegas, Accounting Specialist at [yvenegas@fuesd.org](mailto:yvenegas@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. 404-23-24**  
**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, 2023 through June 30, 2024. 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 Yessica Venegas, Accounting Specialist, via email at [yvenegas@fuesd.org](mailto:yvenegas@fuesd.org) or (760) 847-9364.

#### **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 March 6, 2023 at 4:00pm.

## **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 item proposals 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 RFP 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 proposed 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 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 subcontractors or employees, including claims of misclassification under Labor Code section 2750.3.

**Fallbrook Union Elementary School District**  
**RFP No. 404-23-24**  
**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. 404-23-24**  
**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: o "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. 404-23-24**  
**Contract Agreement**

**THIS CONTRACT** ("Contract"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 # 404-23-24 ("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.

**WITNESSES:** 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, 2023 through June 30, 2024.

**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 not limited 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, in accordance to Title 2, *Code of Federal Regulations (2 CFR)*, Part 200.319(a).

The successful vendor must document and inform the SFA of exceptions to the Buy American Provision requirement prior to delivery of each and every nondomestic agricultural commodity or product.

The documented exception must include the following:

- A description of the nondomestic commodities or products that the vendor offered and the reason they were not substituted for the domestic item.

- A synopsis of what third-party analysis was done by the vendor to determine cost and availability.

Documentation by the vendor outlining the price of both domestic and nondomestic commodities or products or lack of availability to justify the exception.

The dates that:

- The vendor informed the SFA of the nondomestic commodity or product,
- The SFA agreed to accept this food item in advance of delivery, and
- The date the commodity or product was received by the SFA.

For additional information on the Buy American Provision, please see **Title 7, Code of Federal Regulations [7 CFR], sections 210.21[d] and 220.16[d]**) : [Procurement in School Nutrition Programs - School Nutrition \(CA Dept of Education\)](#). and **USDA Policy Memo SP 38-2017: [USDA Food and Nutrition Service Documents & Resources web page](#)**

### **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) 731-1610

### **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 no more than 10 other school districts of like size or smaller within the California Counties of Imperial, 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

**Address:**

**Phone:** (760) 731-5445

**Phone:**

**Fax:**

**Fax:**

Authorized Offices or Agents  
(Corporate Seal)

**Fallbrook Union Elementary School District**  
**RFP No. 404-23-24**  
**District Information**

<b>1. Bonsall Unified School District</b>	
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	7:00 AM – 10:00 AM
Bonsall USD - 31505 Old River Rd, Bonsall, 92003 <b>OFFICE</b> (760)631-5200 x1025 <b>FAX</b> (760)631-5366 Contact: Kursten Orr, CNS Director (760)631-5200 x1025	No loading Dock Follow signs to Food Service Delivery area

<b>2. Fallbrook Union Elementary School District</b>	
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	No loading dock, Area w/lifting gate available

<b>3. Fallbrook Union High School District</b>	
Zip Code(s) of Delivery Site(s)	92028
Menu Rotation? Cycle, Annual, Monthly, Weekly	Seasonal 3-week Cycle
Number of Delivery Sites	2
Deliveries Per Week	2
Preferred Day(s) of Delivery	Tuesday/Thursday
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	Small dock; Large delivery trucks may not be able access

**Fallbrook Union Elementary School District  
RFP No. 404-23-24  
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.

<b>1. Name</b>	<b>Address</b>	<b>Phone Number</b>	<b>E-mail Address</b>
_____	_____	_____	_____
<b>2. Name</b>	<b>Address</b>	<b>Phone Number</b>	<b>E-mail Address</b>
_____	_____	_____	_____
<b>3. Name</b>	<b>Address</b>	<b>Phone Number</b>	<b>E-mail Address</b>
_____	_____	_____	_____

**Fallbrook Union Elementary School District  
RFP No. 404-23-24  
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
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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. 404-23-24**  
**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.**

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

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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. 404-23-24**  
**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 and that the proposer or financial institution identified below, 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 financial institution engaged in investment activities in Iran, on a case-case basis, to be eligible for, or to proposal by or on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the proposer institution or financial 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. 404-23-24**  
**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 or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, 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. 404-23-24**  
**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 ("nondomestic") 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 25% on the non-domestic product. Permission from the Districts shall be obtained before an exception to this provision is exercised.

**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. 404-23-24**  
**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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email Address

**Fallbrook Union Elementary School District**  
**RFP No. 404-23-24**  
**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.

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Signature of Authorized Representative

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Printed Name of Above

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Title

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Name of Company

**Fallbrook Union  
Elementary School District  
RFP No. 404-23-24  
Product List**

\*Brand equivalents will be accepted

CATEGORY	Processor/ MFG*	CODE	PRODUCT	PACK SIZE	TOTAL USAGE	Drop/1 Delivery Per Wk BID PRICE - 1	EXTENSION	Drop/2 Deliveries Per Wk BID PRICE - 1	EXTENSION	FEE FOR SERVICE
Frozen	Advance Pierre	10000013850	Pork Sausage Patty	250/1.2Oz	400					
Dry	angela mia	2700039125	SAUCE MARINARA	6/#10	100					
Dry	Apple & Eve	24025	Gold Rush Fruitable	40/4.23oz	250					
Dry	Apple & Eve	84526tpf	juice 100% apple	36/6.75	30					
Dry	Apple & Eve	84523tpf	juice 100% orange tangerine	36/6.75	30					
Dry	Apple & Eve	84527tpf	juice 100% very berry	36/6.75	30					
Frozen	Arlington Val	110	Snackn Waffles buttery maple iw	96/2.4	600					
Dry	Arm & Hammer	282395	Baking Soda	13.5Lb	5					
Dry	AVO	v20001	Vinegar Distilled White Amer 4/1 Gal	4/1gal	15					
Dry	azar	208300	Peanut Butter, Smooth	5/6#	16					
Dry	AZAR	7220210	Sunflower Kernals, Azar Hny-Rstd 150/1 Oz	150/1oz	153					
Frozen	Bake Crafter	1638	BREADSTICKS GARLIC WG	240/1.19oz	300					
Frozen	Bake Crafter	869	croissant margarine sl rf wg	150/2.2oz	280					
Frozen	Bake Crafter	1939	donut chocolate wg iw	72/3.2oz	90					
Frozen	Bake Crafter	1716	Mini Breakfast Bite Apple Bake Crafter 72/2.75 Oz	72/2.75oz	740					

Frozen	Bake Crafter	1605	toast texas garlic rf bulk wg	120/1.31oz	30					
Frozen	Bake Crafter	66256	WG6" Garlic Cheese Toast Bulk	60/4.3oz	50					
Frozen	BIG DADDY'S	78985	pizza cheese 16" bold wg	9/ct	50					
Frozen	BIG DADDY'S	78368	primo 16" wg pepr pizza	9/41.5	50					
Frozen	BIG DADDY'S	55293	SANDW PEPPERONI STUFFED IW	48/4.46OZ	1100					
Frozen	bonici	1105017269	pepperoni sliced	1/12.5lbs	180					
Frozen	BoscOs	17023721120	7" Wg Pepp Mozz Stffd Pzz	72 Ct	50					
Frozen	BoscOs	702011-1120	Breadstick, Cheese 6" Wg Bosco 144Ct	144ct	50					
Frozen	Bridgeford	6270	Biscuit Bidgeford Wg Honey Sliced 100/2.2 Oz	100/2.2oz	100					
Frozen	Bridgeford	6735	roll whole wheat	180/2oz	100					
Frozen	Bridgeford	6719	WHITE WHEAT CNNMN ROLL DOUGH	144/2.5oz	120					
Frozen	BUENA VISTA	90040	WG CINNAMON CRUMBLE IW	72/4OZ	500					
Dry	bullseye	19582329057	BBQ SAUCE BULLSEYE	4/1gal	35					
Dry	Butter Buds	56217	Buttermist Spray	6/17Oz	31					
Dry	c&h sugar	404831	Sugar , C & H Brown Sugar 25#	25#	8					
Dry	c&h sugar	404874	sugar powdered	50lbs	12					
Dry	c&h sugar	404720	Sugar, C&H Granu 25# (404720)	25#	101					
Frozen	Ca Lavash	1422	8X10 Wg Lavash Wraps	8/12ct	60					
Frozen	Carla's	442691/1400	Basil Pesto Sauce	3/30 oz	8					
Dry	Cheetos	62984	Wg Oven Baked Crunchy Flamin	104/.875Oz	140					
Frozen	chefs corner	kywg-068	veggie spring rolls wg	200/1.5oz	15					
Dry	CHH	41910 30455	Fruit Cocktail Jackpot Ls 6/#10	6/#10	30					
Dry	Choice	3710005985	Solid Pumpkin	6/#10	40					
Frozen	Daves	WG1001	Bar Buttermilk Twin Wg lw Dave'S 72-2.5Oz	72/2.5oz	180					
Frozen	Daves	WG829	Muffin Blueberry Wg Dave'S 60/3 Oz	60/3oz	400					
Frozen	Daves	WG845	Muffin Double Choc lw Wg Dave'S 60/3.1 Oz	60/3.1oz	50					

Frozen	Daves	Wg385	Wg Mini Choc Chip Muffin lw	90/1.9Oz	5					
Frozen	Del Real	767	Tamale Chkn W/Red Sauce Del Real 12-4Ct	12/4ct	90					
Frozen	Del Real	124	tamales chicken bulk wg	48/5oz	600					
Dry	Del Sol	41212	Diced Green Chiles	6/#10	7					
Dry	Del Sol	DS00115	Peppers, Jalapenos Nacho Sliced Del Sol 6-#10Can	6/#10	87					
Dry	Diamond Crystal	58001/618945	Baking Powder	5/6#	3					
Frozen	Don Lee	cnq163003	BEEF 100% STEAK BURGER	180/3.0oz	500					
Frozen	Don Lee	cnq093003	burger, backyard	160/3oz	175					
Frozen	Don Lee	CN34072WWG	CORN DOG JUMBO CHICKEN WG IW	72/4oz	100					
Frozen	Don Lee	CNQ19053	Meatballs Cnq19053 Cmdy D/Lee 200/Cs	31.25LBS	75					
Frozen	Don Lee	655	Mini Chsbrg Cnqcb655 Cmdy D/Lee 72/6.4 Oz	72/6.4oz	500					
Frozen	Don Lee	582253	Patty Pork Rib Donlee 216-2.25Oz	216/2.25oz	30					
Dry	Doritos	62829	Rf Flamas Tortilla Chips	72/1Oz	170					
Dry	Doritos	20518	Top N Go Nachos	44/1.4Oz	50					
Frozen	eggo	38000-14690	waffle eggo bulk regular	12/12ct	35					
Dry	EMBASA	7874	Salsa, Mega Mex Verde Green 6/#10	6/#10	20					
Frozen	Farmland	70247813046	6" 5/1 All Beef Hot Dog	10lb	75					
Frozen	FAT CAT BAKERY	WGCCC140-1SW	Cookie Choc Chip lw #Wgccc140-1Sw 140/1.2 Oz	140/1.2oz	1000					
Frozen	FAT CAT BAKERY	WGPMPC140/1SW	COOKIES PUMPKIN WG IW	140/1.3OZ	30					
Frozen	FAT CAT BAKERY	Wgccc168-As	Wg Choc Chip Cookie Dgh Puck	168/1.75Oz	100					
Dry	Fieldstone	547610/09799	granola cereal bulk	4/50oz	10					
Dry	Fieldstone	596596	original granola iw	144/1oz	20					
Frozen	FOSTER FARMS	99706	BRST CHIC DICED CAJUN FC	6/3LS	50					
Frozen	FOSTER FARMS	99707	BRST CHIC DICED CHILE VERDE FC BULK	6/3lb	20					
Frozen	FOSTER FARMS	96041	CORN DOGS LOW FT MINI CHIX WG	2/5LBS	250					



Dry	Heinz	13009848000	Single Serve Ketchup Packet	1000/9Gm	20					
Frozen	Hoffy	1204	Franks Hoffy Turkey 5" 8/1 2/5#	2/5#	290					
Dry	indiana	8435710084	sweet amd saly popcorn	48/1oz	100					
Dry	IZZE	1507	SPARKLING apple JUICE	24/8.4OZ	20					
Dry	IZZE	01502-3	SPARKLING BLACKBERRY JUICE	24/8.4OZ	100					
Frozen	J & J SNACK FOODS	4521	51% waffle dutch wg	48/2.9oz	125					
Dry	J & J SNACK FOODS	39085	51%Wg Jungle Crackers	200/1oz	100					
Frozen	J & J SNACK FOODS	40454	BAR BENEFIT OTML CHCHIP WG mini	96/1.25oz	10					
Frozen	J & J SNACK FOODS	40401	Bar Oatmeal Chocolate Chip W J&J Benefit 48/2.5	48/2.5oz	3370					
Dry	J & J SNACK FOODS	2049193	cracker churro crnch crave iw	160/1oz	50					
Dry	Jackpot	MOR011	mandarin oranges ls	6/#10	50					
Dry	Jackpot	Pap007	Pineapple Tidbits In Juice	6/#10	67					
Dry	Jackpot	OLIVE601	Sl Black Olives	6/#10	55					
Frozen	Jennie-O	271106	Bacon Turkey Pre-Cooked Crispy Bacon 12/50 Sl	12/50sl	50					
Frozen	Jennie-O	871702	ps fc crspsy trky bacon bits	2/5-6lbs	8					
Frozen	Jennie-O	209903	Turkey Oven Rstd, Sliced Jennie-O 12/1 #	12/1#	100					
Frozen	Jennie-O	207230	turkey stick bbq	400/1.2oz	10					
Frozen	Jennie-O	207130	Turkey Stix Smokehouse All Nat Brst 400/1.2 Oz	400/1.2oz	10					
Dry	JIFF	90011 9150092100	Peanut Butter Cup Cmdy Ap 100/1.1 Oz/Cs	100/1.1oz 120/1.1OZ	50					
Frozen	Jtm	5722	Cheese Sauce Alfredo Rf 6/5#	6/5#	6					
Frozen	Jtm	5708	Cheese Sauce Jtm Jalapeno 6-5#	6/5#	160					
Frozen	Jtm	5742	Queso Blanco Cheese Sauce lml 2	5/6#	12					
Dry	Juicy Juice	55	100% Apple Juice	40/4.23Oz	600					
Dry	KEEBLER	50689	Cracker, Keebler Scoobydo Cinn Graham 210/1 Oz	210/1oz	5					
Dry	KEEBLER	301100-20150/40014	CRACKERS ANIMAL WG IW	150/1oz	100					

Dry	Kelloggs	30100-40239	Elf Grahams Chocolate lw	150/1oz	30					
Dry	Kelloggs	38000-04996	Frosted Mini Wheats	96/1oz	30					
Dry	Kelloggs	30100-12695	GRAHAMS VANILLA CHATSNAX	210/1OZ	200					
Dry	Kelloggs	30100-38406	Honey Graham Crackers lw	200/2ct	60					
Dry	Kelloggs	24100-79263	Wg Cheez Its Cracker lw	175/.75oz	140					
Dry	Kelloggs	38000-55133	Wg Strawberry Poptart Frstd lw	72/3.53Oz	285					
Dry	Kelloggs	30100-10088	Zesta Wg Mini Saltine Crackers	300/.39oz	50					
Refrigerated	KENS	777	Dressing, Ranch	4/1gal	5					
Dry	Kens Foods	0440Hf	Bbq Sauce - Seet Baby Rays	4/1Gal	16					
Dry	KLEIN PICKLE	41800 65041	Pickles Dill Chips A-1 Homade 4/1 Gal	4/1gal	20					
Dry	kraft heinz	130007000000	CRINKLE CUT HAMBURGER PICKLES	6/5.75lbs	90					
Dry	kraft heinz	130005000000	mayo packet	500/12gm	150					
Dry	kraft heinz	130005000000	Mayonnaise Lite	500/12gm	35					
Dry	kraft heinz	66485	MAYONNAISE SACHET KRAFT	100/12.4g	100					
Dry	kraft heinz	130005000000	Mustard Packets lw	500/5.5Gm	10					
Dry	kraft heinz	1300053310	ranch dressing	200/12gr	20					
Dry	kraft heinz	10077900000000	Sauce, Tapatio Hot 12/10 Oz	12/10oz	25					
Dry	la patrona	42772	salsa fresca	4/8.25lbs	10					
Dry	la patrona	42724	salsa verde cilantro	4/8.5lb	20					
Refrigerated	La Tapatia	884802	12" Tomato Basil Tortillas	5/10Ct	5					
Dry	La Vencedora	elr15-150	tortila chips iw	150/1.5oz	230					
Dry	La Vencedora	elr2	tortilla chips bulk	6/2lb	210					
Dry	LA VICTORIA	41595	Sauce, Enchilada Red La Victoria 6/#10	6/#10	6					
Frozen	lamb weston	m0011	mashed potatoes	6/4lb	10					
Refrigerated	Land O Lakes	46255	American Yellow Sliced Land O Lakes 6/5#	6/5#	25					
Refrigerated	Land O Lakes	44113	Cheddar Cubes lw 200/1 Oz Land O Lakes	200/1oz	150					

Dry	Land O Lakes	39911	Cheese Sauce Cups Dipping 140/3 Oz Land O Lakes	140/3oz	100					
Dry	Land O Lakes	39912	Cheese Sauce Lol Jal Queso Dip 140/3 Oz	140/3oz	100					
Refrigerated	Land O Lakes	44877	cheese stick colby jack	168/1oz	50					
Frozen	Land O Lakes	43277	MAC & CHEESE W/ RF WG	6/5LB	475					
Dry	Land O Lakes	39940	sauce cheese cheddar rs	60/1.5oz	30					
Refrigerated	Land O Lakes	41749	Shred Milk Cheddar Cheese	4/5# PCH	10					
Dry	las palmas	7411024/381925	green enchilada sauce	6/#10	2					
Dry	Lays	32078	baked bbq	60/.875	10					
Dry	Lays	19846	Potato Chips Regular	120/0.5Oz	15					
Frozen	Los Cabos	97576	Burrito Bean & Cheese Wg lw Los Cabos 96	96/5.75oz	1075					
Frozen	Lupita	1450	Concha, Assorted Flavors, Wg, lw, 84/2.25Oz	84/2.25oz	1330					
Dry	Malt O Meal	955	frosted flakes	48/2oz	40					
Dry	Malt O Meal	27149	Frosted Shredded Wheat	48/2oz	40					
Dry	Malt O Meal	27315	honey bunches of oats crunch	96/1oz	20					
Dry	Marquis Clabber	429654/01711	Cornstarch	24/1#	1					
Dry	Marzetti Company	81299	Chipotle Ranch Dressing	60/1.5Oz	15					
Dry	Marzetti Company	6025	Dressing, Caesar Marzetti	60/1.5oz	260					
Dry	Marzetti Company	140036	MULTI GRAIN CROUTONS	300/1oz	90					
Dry	Marzetti Company	81992	ORIGINAL RANCH DRESSING IW	120/1.5oz	20					
Dry	Marzetti Company	83984	RANCH DRESSING CUPS	120/1oz	625					
Frozen	Mccain	55	Fries Mccain Crinkle Cut Oven Oif00055A 6/5#	6/5#	50					
Frozen	Mccain	MCX03626	Fries Mccain Seasoned 8 CUT WEDGE	6/5LBS	220					
Frozen	Mccain	215a	Potato Mccain Tater Tots Oif00215A 6-5#	6/5#	130					
Frozen	Mccain Foods Inc	Oif00215A	Plain Potato Tater Tots	6/5Lb	30					

Frozen	Mccain Foods Inc	Oif03613	Seasoned Homestyle Mashmakers	6/4Lb	30					
Refrigerated	michael foods	14616-60676-00	eggs hard cooked peeled	12/12ct	25					
Frozen	Michael Foods	75012	TOAST FRENCH CINN GLZD STIX WG	85/2.9OZ	500					
Frozen	Michaels b's bestway	ctb43	TAQUITOS CHICKEN bulk wg	100/2.2oz	580					
Dry	MINH	69144	SAUCE LS TERIYAKI	5/6LBS	8					
Dry	Minor'S	03301/360405	Vegetable Base	12/1Lb	15					
Dry	Mjm Marketing	801155	CRACKR BITE SAVORY WHEAT WG IW	155/1oz	35					
Dry	Mjm Marketing	404001	Wg Vanilla Bear Grahams	300/1 Oz	100					
Frozen	morningstar	381627	patty garden veggie	48/3.5oz	5					
Dry	motts	10065615	applesauce supnatural	72/4.5oz	500					
Frozen	Mr Sips	300433	chicken nugget gluten free	2/5#	28					
Frozen	Mr Sips	300155/544551	Gf Hamburger Bun lw	24/3.6oz	28					
Frozen	Mr Sips	544550	gf hot dog buns	24/3.5oz	8					
Frozen	Mr Sips	542958	gluten free 6" chs pizza iw	24/6.7oz	28					
Frozen	Mr Sips	544552	gluten free bread slice iw	24/1.5oz	25					
Dry	NATIONAL FOOD GROUP	A5000	Hummus Cup Traditional Truit 120/1.9 Oz	120/3oz	50					
Dry	Naturally Fresh	4740	Syrup, Maple, Nat.Fresh 100-1.5Oz	100/1.5oz	40					
Dry	Nature Valley	2382000	Oats & Honey Granola Bar	168/1.5oz	10					
Dry	Ocean Spray	23445	Craisins Dried Cranberr-Strwbr	200/1.16Oz	200					
Dry	Ocean Spray	23444	Craisins Dried Cranberries Cherry	200/1.16 oz	50					
Dry	Pacific Spice	Cumg6l	Ground Cumin Seed	5Lb	9					
Dry	Pacific Spice	N/A	Spice Paprika 5#	5#	3					
Dry	Peak	19664530	Parboiled Rice	1/25b	500					
Dry	Pepperidge Farm	18105	Cracker, Pep-Farm (18105) Goldfish Wg 300-0.75Oz	300/.75	30					
Frozen	Pillsbury	38413	Bagel Mini Strwb Crmy Pillsbury 72/2.43 Oz	72/2.43oz	200					

Frozen	pillsbury	12317	PULL APART ITALIAN CHS GARLIC	72/3.88oz	350					
Frozen	pillsbury	33686	ROLLS MINI CINNIS CINNMN WG IW	72/2.29oz	100					
Dry	Portion Pac	7160370539	Mustard Packets 500-5.5Gm	500/5.5gm	50					
Dry	pure life	6827493471	bottle purified water lg btl	24/16.9oz	550					
Dry	Quaker	20164	old fashion oats	50Lb	48					
Dry	Red Gold	REDYL9G	Ketchup, Redgold Nat Sugar Ls 1000-9Gm	1000/9gm	150					
Dry	Red Gold	Redna2Zc168	Marinara Sauce Cups	168/2.5 Oz	31					
Frozen	Richs	14839	Donut Ring Wg	84/2.45Oz	55					
Frozen	Richs	577	dough pizz pr bake 5" shtd wd	150ct	100					
Frozen	Richs	8763	Dough, Sub, WG	60/7.5 oz	20					
Frozen	Richs	14010	Flatbread 6X6 Oven Fired Wg Rich'S 192-2	192/2oz	25					
Frozen	Richs	19864	MOZZ JALAPENO BITES WG	8/3lbs	15					
Frozen	Richs	18510	POPPERS CORN BREAD WG	384/.5oz	125					
Frozen	Richs	8733	Ultimate Brkfst Rnd Wg lw Rich'S 126/2.2 Oz	126/2.2oz	420					
Dry	rocin'ola	8004209	Granola Cinnamon iw	250/1oz	20					
Dry	Rodelle	532572	Imitation Vanilla	1Gal	18					
Refrigerated	ROMEROS	210262ug	10" ug flour tortilla-prssd ww	6/2dz	20					
Refrigerated	ROMEROS	208182UG	Tortilla Ultra Grain 288 Ct	288ct	40					
Refrigerated	ROMEROS	N/A	Tortilla, Taco Shell, Corn Wg 6" 200/Cs Romero Foods	200ct	65					
Dry	safe&fair	673673	gavon's granola cinnamon iw	192/1oz	10					
Frozen	Schwans	72672	Pizza Schwans Wg Fb Pepperoni Pizza 60/5.4 Oz	60/5.4oz	1200					
Frozen	schwans food	60585	dumpling chix & veggie ww	8/2.5lb	10					
Dry	SENECA	N/A 36763	Corn Whole Kernel 6/#10	6/#10	50					
Frozen	simplot	10071200000000	fries crinkle cut	6/5lbs	75					
Frozen	smart foods	63307-9	NUGGETS BAT CHICKEN WG	213/.75oz	80					
Frozen	smart foods	63356-9	nuggets heart shaped wg	10lbs	80					

Frozen	Smuckers	5150006961	Sandwich Smuckers Uncst Pb & J Wg lw 72/2.6OZ	72/2.6OZ	30					
Frozen	Smuckers	51500210 5150006960	Sandwich Smuckers Uncst Pb&J-Grp Wg lw 72/2.6 Oz	72/2.6oz	830					
Frozen	Smuckers	5150021027	Wg Pb& Grape Uncrustable Lrg	72/5.3Oz	90					
Frozen	Smuckers	5150021028	Wg Pb& strawberry Uncrustable Lrg	72/5.3Oz	120					
Frozen	Smuckers MARSON	33661 S722ma	Waffle maple iw	72/2.4oz	15					
Frozen	Spirited Foods	SF06011	Shrimp Poppers Richs 5/2#	6/3LB	50					
Dry	STARKIST	740110	Tuna Chicken Of Sea Chk Lt 6/43oz	6/43oz	20					
Dry	Sugar Foods	74627/595447	Wg Chs Garlic Croutons lw	250/.5Oz	45					
Dry	Sun Chips	36445	Wg Multigrain Garden Salsa Chips	104/1oz	100					
Dry	Sun Chips	11151	Wg Multigrain Snacks Original	104/1oz	100					
Dry	Suncup	402800	JUICE PARADISE PUNCH 100% VEG	40/4.25oz	1200					
Frozen	Sunny Fresh	41927	Egg Sunnyfresh Pre-Cooked Scrambled	4/5lbs	180					
Frozen	Super Bakery	7501	BREAD BANANA SLICE	75/3.4oz	50					
Frozen	Super Bakery	6075	BREAD PUMPKIN ULTRA SLICE	70/3.4oz	15					
Frozen	super bakery	6070	BUN BAKED CINNAMON WG IW	72/2.9oz	150					
Frozen	Super Bakery	7786	Wg Mini Donut Choc Enrobed lw	72/3.3Oz	235					
Dry	Swiss Miss		Hot Cocoa Mix, Swiss Miss, Bulk	45.68 oz	15					
Dry	switch	9c2480bc	black cherry	24/8oz	50					
Dry	switch	7c2480fp	JUICE fruit punch	24/8oz	20					
Dry	switch	7c2480kb	JUICE kiwi berry	24/8oz	20					
Dry	switch	7c2480ws	JUICE WTRMLN STRWBRY SPARKLING	24/8oz	520					
Dry	Tajin	28805	Ls Tajin Season Packets	1000/.035	90					
Dry	Tapatio	7788500193	Hot Sauce Packets	500/7Gr	100					
Frozen	Tasty Brands	804	Ravioli Jumbo Cheese Tasty Brands 108/3 Oz	108/3oz	56					
Frozen	Tasty Brands	33504	Wg Breaded Onion Rings	6/5Lb	10					
Frozen	Tasty Brands	00801WG	Wg Cheese Lasagna Roll Up	110/4.3oz	290					

Dry	TEASDALE	610	Beans Garbanzo 6/#10	6/#10	50					
Dry	TEASDALE	tea-dag-0610	beans ls dark red kidney	6/108oz	40					
Dry	TEASDALE	N/A TEA-FOB-0610	Beans Pinto 6-#10	6/#10	80					
Dry	TEASDALE	N/A	Beans Refried Vegetarian Teasdale 6-#10	6/#10	20					
Dry	The Langlois Company	453	Cornmeal	25Lb	1					
Dry	The Langlois Company	180	Imitation Maple Syrup	4/1G1	37					
Dry	The Langlois Company	4232503001	mayonnaise lite	4/1gal	36					
Dry	Tollhouse	745100/349272	Morsels Mini Semi Sweet	1/25#	52					
Frozen	Tony Roberts	19232	BAGELS SLICED WHEAT WG WW IW	72/2.24OZ	200					
Frozen	Tony Roberts	78977	Pizza Bagel Bkfst lw Tonyroberts 96-3Oz	96/3oz	60					
Frozen	Tonys	72671	6" 51% WG FB CHS PIZZA BULK	60/5.5oz	300					
Frozen	Tyson	10174430928	chicken Sausage Patty	336/1.43oz	20					
Frozen	Tyson	10000038479	chicken strips nashville hot	5/6LBS	10					
Frozen	Tyson	666010	Chkn Tyson Breaded Drumsticks 92-4.4Oz	92/4.4oz	150					
Frozen	Tyson	70322	Chkn Tyson Grill Chkn Filet Wm 215/2.26 Oz	215/2.26oz	40					
Frozen	Tyson	10055670928	Chkn Tyson Hot&Spicy Brd Patty Wg 149-3.	148/3.26	10					
Frozen	Tyson	10221780928	Tempura style battered nuggets 4/5.78lb	4/5.7810LB	75					
Frozen	Tyson	10703140928	Wg Brd Spicy Chix Patties	172/3oz	680					
Frozen	wild mike's	20210	PIZZA 16" 10-CUT PEPPERONI WG	90/5.5oz	300					
Frozen	Yangs	8-52724-15552-4	CHIC 100% MANDARIN ORNG WG	1/43.5LB	670					
Frozen	Yangs	8-52724-00072 - 5	Orange Popcorn Chicken		450					
Dry			Coffee, Folgers, Classic Roast, Medium	6/40.3 oz	20					
Refrigerated			Creamer, French Vanilla, 32 oz	EACH	120					
Dry			Marshmallows, Mini	12/1Lb	10					
Frozen			Shrimp, Cooked, Unbreaded, Small	10#	20					

