



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

Child Nutrition Services Department  
409 West Fallbrook Street  
Fallbrook, CA 92028  
760-731-4352

**Request for Proposals**  
**#429-25-26**

**Frozen, Refrigerated, Processed Commodities,  
Commercial Dry Goods, Values Aligned Items,  
and/or Distribution Services**

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 Purchasing  
Cooperative)

**RFP Due:**

**Friday, March 20, 2026**

**Fallbrook Union Elementary School District**  
**RFP No. 429-25-26**  
**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 Commodities, Commercial Dry Goods, Values Aligned Items, and/or Dry/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 #429-25-26 for the procurement of the following:

**Frozen, Refrigerated, Processed Commodities, Commercial Dry Goods,  
Values Aligned Items, and/or Distribution Services**

Request for Proposal documents are located on the FUESD website at <https://www.fuesd.org/proposals/>. FUESD will record and provide answers to any questions or requests for clarifying information about the RFP during the question and answer period. Electronic proposals must be received by Fallbrook Union Elementary School District promptly by 3:00 PM, on **March 20, 2026**. Proposals received after that time will not be considered and will be returned to proposer. Proposals shall be opened and evaluated in a private meeting.

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 the qualified firm (or firms) 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. Following the review, interviews, and negotiations of the selected proposals, FUESD will make a recommendation to their governing board, at its scheduled meeting. Refer any questions to: Yessica Venegas, Accounting Specialist, at [yvenegas@fuesd.org](mailto:yvenegas@fuesd.org). Dated this 12th of February, 2026 Clerk of the Governing Board, Ricardo Favela, FALLBROOK UNION ELEMENTARY SCHOOL DISTRICT, of San Diego County, California.

**Fallbrook Union Elementary School District**

**Frozen, Refrigerated, Processed Commodities, Commercial Dry Goods,  
Values Aligned Items, and/or Distribution Services  
RFP No. 429-25-26**

By Fallbrook Union Elementary School District  
Child Nutrition Services

Address all proposals to:

FUESD CNS  
Attn: Yessica Venegas  
Subject line: **RFP No.429-25-26**

409 W. Fallbrook Street  
Fallbrook, CA 92028

[yvenegas@fuesd.org](mailto:yvenegas@fuesd.org)

**Fallbrook Union Elementary School District**  
**RFP No.429-25-26**  
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**Fallbrook Union Elementary School District**  
**RFP No. 429-25-26**  
**Introduction of Solicitation**

Fallbrook Union Elementary School District ("FUESD") in conjunction with Fallbrook Union High School District ("FUHSD") and Bonsall Unified School District ("BUSD") have united forces and collectively agreed to form the "Fallbrook Region Food Services Purchasing Cooperative". Under the Fallbrook Region Food Services Purchasing Cooperative, each of the member districts is authorized by the California Education Code (including but not limited to Sections 17595-17600) and the Joint Exercise of Powers Act (Government Code Section 6500 et seq.) to enter into cooperative agreements for the purchase of various food products, goods, equipment, supplies, and services. FUESD is hereby requesting proposals from qualified providers of **Frozen, Refrigerated, Processed Commodity, Commercial Food Products, Dry/Grocery Products, Values Aligned Items, and/or Distribution Services** for the nutrition programs of the Fallbrook Region Food Services Purchasing Cooperative. The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a food provider for the school year 2026-2027 (Attachment A). The contract awarded (if any) will be for one (1) year and renewable for one (1)-year terms up to two additional times. The winning proposer(s) will provide services to the districts as described in the Scope of Services I- IV in the Specification Market Basket.

FUESD will choose the vendor(s) that meets the objectives of the solicitation and can provide the greatest overall benefit to FUESD for **each Category** or **line item** based on the scope of services, based upon the information presented in the proposal and any supplemental responses. While price alone is not the sole basis for award, it remains the primary consideration when awarding a contract under this procurement method pursuant to subsection (c) of 20111 of the California Public Contract Code.

Fallbrook Union Elementary School District's food service goals are to provide nutritious, high-quality reimbursable meals to students and participants, to accommodate special diets where medically necessary, and maintain a financially viable food service program [7 CFR, sections 210.10 and 220.8, if applicable].

All procurement transactions are to be conducted in a manner that provides maximum open and free competition consistent with Title 2, Code of Federal Regulations (2 CFR), Sections 200.319(a)(1)-(7). FUESD must share with every respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of respondents, and award of a contract will use competitive bidding standards established in all applicable California state and federal statutes and regulations.

Outlined below are competitive bidding standards:

- The purpose of soliciting competitive proposals is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.
- FUESD released this RFP to benefit the Child Nutrition Services program and not the Respondents.
- Fulfillment of the RFP specifications is based on full and fair competition and acceptance by FUESD of the most responsive and responsible Respondent to FUESD's requirements, as determined by the Fallbrook Region Food Services Purchasing Cooperative when evaluating proposals based on the criteria contained in the RFP.
- The RFP must provide a basis for full and fair competition among Respondents to a common standard, free of restrictions that tend to stifle competition.

The above four points are for illustrative purposes only, and do not include all California state and federal requirements to achieve competitive bidding.

To respond to this RFP, interested respondents must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. FUESD will measure this evidence by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

To be competitive in this solicitation, the respondent must:

- Carefully read the entire RFP, attachments, exhibits, addenda, and FUESD's responses to questions before submitting a proposal.
- Ask appropriate questions or request clarification before the deadline on the RFP.
- Submit all required responses by the required deadlines.
- Follow all instructions and requirements of the RFP thoroughly and appropriately.

If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, the respondent shall immediately notify FUESD of the error in writing and request clarification or a modification of the RFP. If the respondent fails to notify FUESD of the error prior to the date for submission of proposals, and is awarded the contract, the respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

END OF DOCUMENT

**Fallbrook Union Elementary School District  
RFP No. 429-25-26  
Schedule of Important Dates**

Dates of Advertisements	Feb. 17, 2026 and Mar. 3, 2026
Deadline for Requests for Clarification	Mar. 16, 2026 by 10:00 am
Response to Requests for Clarification Sent	Mar. 17, 2026
Proposals Due	Mar. 20, 2026 by 3:00 pm
Interviews and Negotiation Period	Mar. 23, 2026 – Apr. 8, 2026
District Sends Out Notice of Intent to Award	Apr. 7, 2026
Protest Deadline	Apr. 14, 2026 by 2:00 pm
Appeal Deadline (if any)	Apr. 21, 202 by 2:00 pm
Date of Board Meeting for Contract Award	May 14, 2026

It is the sole responsibility of the proposer to monitor the website and ensure that they have reviewed all documents, addenda and/or clarifications prior to submitting a response. Failure to acknowledge changes to the proposal may result in a determination that the bid is nonresponsive.

FUESD will make every effort to adhere to the schedule. However, FUESD reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at <https://www.fuesd.org/proposals/>.

END OF DOCUMENT

**Fallbrook Union Elementary School District  
RFP No. 429-25-26  
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 and name of the distributor 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 Signer: _____	
Title: _____	Date: _____
Company Name: _____	
Mailing Address: _____	
City: _____	State: _____ Zip Code: _____
Phone: _____	Fax: _____
E-Mail: _____	

END OF DOCUMENT

**Fallbrook Union Elementary School District**  
**RFP No. 429-25-26**  
**Information to Proposers**

**1. PURPOSE**

The Fallbrook Region Food Services Purchasing Cooperative, hereinafter referred to as the "Co-op", is seeking proposals from qualified companies to procure and deliver various food products. This RFP consists of four (4) separate categories: Category I: Processed Commodity; Category II: Frozen; Category III: Dry/Canned/Ingredients/Grocery; and Category IV: Values Aligned Items. The RFP contract may be awarded to multiple vendors/distributors by category with the exception of Category IV. This category may be awarded by line item due to the unique nature of the values aligned items. All items are listed within the Specification Market Basket (Attachment D1-D4). A secondary vendor may be awarded by line item in any category as a backup distributor. This will only be used if 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 Co-op, a backup distributor may enter into a contract with the Co-op 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. "Co-op" means FUESD, FUHSD, and BUSD together, or the Fallbrook Region Food Services Purchasing Cooperative. "Member District" means any of the above-listed school districts individually.

"Proposal" means response made to this solicitation by any proposer. "Proposer," "Vendor," or "Distributor" means offeror that submits a proposal in response to this solicitation. "Successful Proposer/ Vendor/Distributor" means proposer to whom award is made.

"Contract" means the final agreement with all required documents contemplated by this RFI between the Co-op and the Successful Proposer(s).

**3. ETHICS**

Fallbrook Union Elementary School District expects proposers to maintain high ethical standards throughout the competitive solicitation process. 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 solicitation, 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 Co-op, Board of Trustees, selection members, other than the named contact herein. FUESD will consider any respondent found to be engaging in such practices to be a non-responsible proposer/bidder and shall be grounds for disqualification of the entity submitting a response.

#### **4. CATEGORY I: PROCESSED COMMODITY**

This category is intended for all processed United States Department of Agriculture (USDA) commodity items solely. The Successful Distributor(s) will partner with the Co-op over the term of the contract resulting from this RFP to furnish and deliver **USDA Processed Commodity Frozen, Refrigerated, and/or Dry** food products with distribution services to sites designated within the Co-op.

*AWARD NOTE: This category is awarded as a whole. Secondary vendors may be awarded by line item in the event the primary vendor is unable to deliver.*

#### **5. CATEGORY II: FROZEN**

The Successful Distributor(s) will partner with the Co-op over the term of the contract resulting from this RFP to furnish and deliver **Frozen Commercial** food products with distribution services to sites designated within the Co-op (see list of delivery sites included in proposal documents). This category is divided into four (4) sections which can be awarded by section or by the category as a whole.

*AWARD NOTE: This category is awarded as a whole or by section. Secondary vendors may be awarded by line item in the event the primary vendor is unable to deliver.*

#### **6. CATEGORY III: DRY/CANNED/INGREDIENTS/GROCERY**

The Successful Distributor(s) will partner with the Co-op over the term of the contract resulting from this RFP to furnish and deliver **Dry or Shelf Stable Groceries/food** products with distribution services to sites designated within the Co-op (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.

*AWARD NOTE: This category is awarded as a whole. Secondary vendors may be awarded by line item in the event the primary vendor is unable to deliver.*

## **7. CATEGORY IV: VALUES ALIGNED ITEMS**

The Successful Distributor(s) will partner with the Co-op over the term of the contract resulting from this RFP to furnish and deliver the products that align with an advanced set of values that go beyond just the lowest priced food item but provide our students with food that support environment sustainability, promotes worker well-being, advances climate resilience, reduces food waste, and/or supports animal welfare. Examples of those items are locally grown, organic, regenerative certified and/or animal welfare certified.

Delivery schedules will be determined by the Co-op operational needs.

List of Values-Aligned priorities (non-exclusive):

**7.1** The Co-op's definition of locally grown, locally raised, and/or locally produced is preferably within 100-mile radius (+5 points) and within California state lines.

**7.2** For Meats:

- a.** Regeneratively raised
- b.** No antibiotics
- c.** No hormones added/modified

**7.3** Organic

*AWARD NOTE: Since this is a unique set of values that pertain to each individual item, this Category will be awarded by line item AND it will have its own evaluation scoring rubric.*

## **8. CONTRACT TERM AND RENEWAL(S)**

The term of this contract shall be for one (1) year from July 1, 2026 through June 30, 2027. At FUESD's discretion, this contract may be renewed for two (2) additional one (1)-year periods. Contract renewals shall be approved in one (1)-year increments under the same terms and conditions as the original agreement, not to exceed three (3) years total.

The pricing submitted for the initial term of the contract will remain fixed until June 30, 2027. Pricing agreed to for the second and third renewals will remain fixed throughout each contract period ending June 30, 2028 and June 30, 2029 respectively. The Vendor(s) may only petition for an increase in pricing annually, sixty (60) days prior to the anniversary date of each renewal period, as long as price increase does not exceed five percent (5%). If the Vendor requests a price

increase in excess of five percent (5%), the Co-op may elect not to renew the contract. FUESD reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the Co-op.

## **9. GENERAL CONDITIONS AND INSTRUCTIONS**

Proposals are requested for furnishing the Co-op for Frozen, Refrigerated, Processed Commodity and/or Commercial, Dry Food/Grocery Products, Values Aligned Items, and/or Distribution Services for the period July 1, 2026 through June 30, 2027. This proposal will not be evaluated as a whole in order to allow multiple successful vendors to be awarded by category. To be considered a responsive prospective vendor to this solicitation, at least 75% of the items within each desired category must be quoted. If a proposer does not wish to bid in a given category they must write in "No Bid". Please note there is no minimum number of items for vendors to bid in Category IV to be considered responsive. All deadline times listed within this RFP will be according to the official time as listed on the National Institute of Standards and Technology, U.S. Department of Commerce, [timegov.nist.gov](http://timegov.nist.gov).

Any questions should be directed to Yessica Venegas, Accounting Specialist, via email at [yvenegas@fuesd.org](mailto:yvenegas@fuesd.org).

## **10. INTERPRETATION OF PROPOSAL DOCUMENTS**

If a proposer is in doubt as to the true meaning of any part of the contract documents or finds any conflict, discrepancy, omission, or other errors from the specifications or terms, he or she may submit a written request for interpretation (RFI) or correction thereof. Any interpretation will be made only by written addendum. A response to the RFI will be posted online as an addendum at <https://www.fuesd.org/proposals/>. If the respondent fails to notify FUESD of the error prior to the date for submission of proposals, and is awarded the contract, the respondent shall not be entitled to additional compensation or time by reason of the error or its later correction. No oral interpretation will be provided to any proposing vendor.

## **11. METHOD OF PRICING AND COMPLETING BID**

The proposed pricing methodology will also be applied to any new products requested by the Co-op and any new products available to the Distributor. Districts will be mindful and will limit the addition of new items to the basket after the contract has been executed. If a great number of items are added afterwards, it is at the Co-op's discretion to go out to bid for the additional items to have a fair and open competition. 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.

## **12. TERMS AND CONDITIONS**

**a. ESTIMATED USAGES**

**The quantities listed herein are estimates. The Co-op reserve the right to order more, less, or none of the quantity indicated or to withdraw a line item or the entire Proposal.**

**b. NUTRITION INFORMATION AND LABELING**

For the Co-op to be compliant with California Department of Education (CDE) and USDA labeling requirements, Product Formulation Statements ("PFS") or Child Nutrition ("CN") labels are required for all entrées, and creditable grain, protein, fruit or vegetable products sold to the Co-op.

Within **thirty (30) days** following the award of the bid, the bidder must provide FUESD with current nutritional information for each item awarded on the contract. A nutrition facts label or nutrient analysis from the manufacturer must be provided that includes the following information: serving size, calories, total fat, saturated fat, trans fat, cholesterol, sodium, total carbohydrates, dietary fiber, sugar, added sugars, protein, vitamin A, vitamin C, iron and calcium and ingredient statement.

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

Food manufacturers must disclose in plain language whether their products contain or may contain any of the top nine allergenic foods: egg, milk, peanut, tree nuts, soy, wheat, shellfish, fish, and sesame. Bidders must notify FUESD immediately regarding any changes to specification sheets, ingredients or nutrition facts as that information becomes available from the manufacturers.

**c. SUBSTITUTIONS 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 Co-op unless prior approval has been received to deliver alternate products. The Co-op 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 Co-op shall be notified **at least three (3) business days** in advance and the Co-op 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 Co-op. **When substitutions do occur, Distributor shall provide nutritional statements and ingredient listings of the replacement product to the district's director or designated person prior to delivery of product.**

The Distributor must provide the specified product or an acceptable substitute, as determined by the Co-op. 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, the Distributor shall be required to reimburse the Co-op 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 Co-op.

**d. PRODUCT RECALLS**

If a product recall is instituted on an item that has been furnished and delivered to the District, the Vendor must immediately notify each Member District's Child Nutrition Department with all pertinent information regarding the recall.

**e. UNACCEPTABLE PRODUCTS**

Out-of-date/expired, or nearly expired products with less than 120 days minimum shelf life remaining (or 50% of product shelf-life if the product has less than 120 days shelf as manufactured), damaged products, dented can/ containers, products that have been relabeled and/or re-cased or show evidence of improper handling, "seconds", boxes with leaks, products of inferior quality, and products that are over mature, have blemishes, or have been classified as slightly imperfect, etc., shall not be bid herein. The Co-op shall refuse upon delivery and/or shall issue credit to the Co-op for all the products returned that are damaged, defective, expired or about to expire, or do not meet specifications. Any special circumstances or vendor concerns regarding product shelf life shall be presented accompanied by full manufacturer documentation to the Co-op; final acceptability or exceptions shall be determined by the Co-op.

**f. USDA Child Nutrition Program Requirements**

Proposer certifies that Proposer will comply with all applicable USDA child nutrition program requirements, including, but not limited to: adherence to applicable meal pattern standards, nondiscrimination and civil rights compliance, record retention of procurement and performance records for at least three years after final claim.

**g. PAST PERFORMANCE**

A Vendor may be ruled "non-responsible" based upon Vendor's unacceptable past performance that may include but is not limited to: late/non-deliveries, frequent substitutions, partial deliveries, delivery of wrong materials, products, not meeting specification, providing incorrect prices, invoicing problems, default, etc.

**h. FORCE MAJEURE CLAUSE**

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by the reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the Vendor or the Co-op.

**i. QUARTERLY EVALUATION**

The Co-op hereby notifies all respondents that the Co-op will conduct a quarterly evaluation of the Successful Vendor's fulfillment rate. This will be based upon delivery outside agreed timeslots, any unapproved or uncommunicated substitutions, and uncommunicated shortages with at least three (3) business days prior notice and approval if necessary for substitutions. If the Vendor falls under a 90% satisfactory and successful delivery rate, for more than two consecutive quarterly review periods, it will be at the Co-op's discretion to terminate the contract at that point or reject a renewal contract and may be considered "non-responsible" for future proposals. It will be at the Co-op's discretion to share the quarterly evaluations with the Vendor.

**j. 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.

**k. ORDER CONDITIONS/DELIVERY MINIMUMS**

There shall be **no minimums** in dollar volume or case counts. However, the Co-op shall be mindful of delivery sizes and case counts to keep distribution productive.

The Co-op 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.

**I. VEHICLE DELIVERY CONDITIONS**

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

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

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

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

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

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

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

**m. DELIVERIES**

Each Member District will require delivery at least one (1) day per week. Any Member 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 Co-op based on operational needs.

The Successful Distributor will make mutually acceptable delivery time options available for each site within the Co-op. The Co-op reserves

the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. **(Delivery locations with delivery time windows for each district is included in the proposal document.)**

Once a mutually agreed upon delivery schedule is established between the Distributor and the Co-op, the Distributor will provide a delivery schedule for all routes which include the delivery window for each site. 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 90% fill rate for all Co-op 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 Co-op reserves the right to cancel any order(s).

**n. ACCOUNTING**

Invoices will be furnished in duplicate and include delivery site, product name, quantity ordered, quantity delivered, unit size, and unit price. 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.

**o. PAYMENT REQUIREMENT**

If awarded this contract, the Successful Vendor must provide a current signed W-9, Request for Taxpayer Identification (TIN) and Certification to FUESD 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 thirty (30) days from the statement date.

**p. INSURANCE**

Vendor shall maintain during the life of this contract General Liability and Property Damage Insurance to protect themselves and, as an additional insured, the Co-op, 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 Co-op. Vendors 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 Co-op as additional insured.
- Certificate to be submitted by Vendor prior to award.

**13. PROPOSAL INTERVIEWS AND NEGOTIATIONS**

The Co-op reserves the right to make selections on the basis of proposals received. If interviews are held, the Co-op reserves the right to determine the number of vendors that will be requested to appear for an oral interview. The members of the Vendor's team that attend the interview must be the same team who will be working with the Co-op in order to negotiate the terms of the contract.

**a. NEGOTIATIONS**

Based on the Vendor Questionnaire results and the proposed Specified Market Basket, the Co-op reserves the right to negotiate terms and conditions that seem necessary to qualified Proposers.

**Not all negotiation will result in a contract award.**

**b. SAMPLES**

It is the Proposer's responsibility to demonstrate equivalency of proposed products. The Co-op has the discretion to request and test product samples prior to the award of the Proposer. The Co-op reserves the right to reject all bids that do not conform to the specifications. This will be conducted during the negotiations and interview period.

#### **14. 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 proposals shall be submitted electronically with the RFP # and Name of the Distributor in the subject field. Ex. RFP#\*\*\*-\*\*-\*\*\_Distributor.** 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. Proposers may include a link to the company's website to reference supplemental or additional information. Proposers have the option to submit pricing of the Specification Market Basket either by pdf format or by excel spreadsheets.

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 Co-op, satisfactory evidence of the authority of the officer signing on behalf of the Vendor shall be furnished. Failure to sign properly may result in rejection of the proposal. Obligations assumed by such signature must be fulfilled.

Corrections made to 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 proposals.

#### **15. WITHDRAWAL OF PROPOSALS**

A distributor may withdraw a proposal electronically prior to the submission deadline. Proposals may not be withdrawn after March 20, 2026 at 3:00 p.m.

#### **16. AWARDS**

The Co-op shall not be obligated to accept the lowest priced proposal (although 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 1-3 and by line item for Category 4. The Co-op 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 Co-op further reserve the right to contract the work with whomever and in whatever manner the Co-op decide, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the Co-op may require. The Co-op reserves the right of determination that item proposals meet or do not meet proposal specifications.

The Co-op shall deem unresponsive those proposals with less than 75% of a given category. As previously described, the bid has four separate categories. Please note, Category IV: Values Aligned does not require a minimum number of items to be considered responsive. If the Proposer wishes to only bid on a single category they must write in "No Bid" in the Specification Market Basket list provided (Attachments D1-D4), otherwise it shall be considered as providing a proposal for each category.

The Co-op further reserves the right to award one or more distributors as determined to be in the best interest of the Co-op. This proposal is intended to award a successful primary Vendor per category (scope of service) and a secondary or backup Vendor by line item in the event of default or non-availability of product, with the exception of the Value Aligned items in Category IV. A Vendor may be awarded multiple categories as primary distributor, as determined to be in the best interest of the Co-op.

The Co-op makes no representation that participation in the proposal process will lead to an award of contract, or any consideration whatsoever. Award and contract are contingent on CDE approval and no services will begin until that approval issues. (7 CFR 210.16(a)(9)-(10).) The Co-op shall in no event be responsible for the cost of preparing any proposal in response to this RFP.

The Co-op will award the contract based on the criteria described in Attachment B: Evaluation.

The Co-op hereby notifies 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.

#### **17. PROTEST BY PROPOSERS**

Any RFP protest by any Proposer regarding any other Vendor must be submitted in writing to FUESD before 2:00:00 p.m. of the FIFTH (5th) business day following RFP Notice of Intent to Award.

- a. Only a Vendor who has actually submitted a proposal, and who could be awarded the contract if the bid protest is upheld, is eligible to submit a protest. A Vendor may not rely on the protest submitted by another Vendor.
- b. A protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the protest deadline will not be considered.
- c. The protest must refer to the specific portions of all documents that form the basis for the protest.

- d. The protest must include the name, address and telephone number of the person representing the protesting party. RFP protest must be submitted to:

Yessica Venegas, 409 W. Fallbrook Street, Fallbrook, CA 92028, Fax (760) 723-6143, e-mail: [yvenegas@fuesd.org](mailto:yvenegas@fuesd.org).

- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedure and time limits set forth in this paragraph are mandatory and are each Proposer's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

After the protest response is provided, the protestor may submit an appeal by the third (3<sup>RD</sup>) business day before 2:00:00 pm for any further review.

#### **18. EXECUTION OF CONTRACT**

The contract forms will be presented to the Successful Distributor to be signed and become fully executable once the governing board of each Member District has approved the contract. The complete Contract consists of the following documents: Notice of Request for Proposals; Schedule of Important Dates; Request for Proposal Signature Page; Information 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; Federal Procurement Certification; 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 Co-op may result in a claim for damages by the Co-op and shall be grounds for immediate removal from the Co-op's proposers list and bidding on future bid solicitations. The Co-op may work with the backup distributor, or may reject all proposals and may issue a new solicitation for proposals.

#### **19. FAILURE TO FULFILL CONTRACT**

If the 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 Co-op 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, as above stated, shall be a liability against such vendor and his sureties. The Co-op 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 Co-op, if requested. Failure to fulfill contract may result in proposer disqualification in subsequent year(s) due to non-responsible practices.

**20. AWARD TO THE NEXT BEST VENDOR**

In the event of default or non-availability of product, the Co-op reserves the right to use the next best Vendor and their stated bid prices as needed.

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

The Proposer hereby agrees and acknowledges that monies utilized by the Co-op to purchase the items proposed is public money appropriated by the USDA 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 food products.

**22. TERMINATION**

**a. FOR CONVENIENCE**

The Contract may be terminated by the Co-op without cause upon thirty (30) days' written notice to the Distributor. The Co-op' right to terminate under this paragraph shall be in addition to any other rights reserved to the Co-op under this Contract. Other than payments for goods or services satisfactorily rendered prior to the effective date, the Proposer shall be entitled to no further compensation or payment of any type from the Co-op.

**b. BY DEFAULT**

If the Proposer refuses or fails to perform all or any part of its obligations, or fails to perform all or any part of its obligations in a timely manner, or if the Proposer should be adjudged bankrupt, or if it should make general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its sub-vendors should violate any provisions of the Contract, the Contract shall be terminated by default. Such notice shall contain the reasons for the intention to terminate the Contract. Unless such violation(s) cease and arrangements satisfactory to the Co-op for the

correction have been made within ten (10) calendar days after the serving of such notice, this contract shall, upon the expiration of the ten (10) calendar days, cease and terminate.

**23. INDEPENDENT CONTRACTOR STATUS**

The Co-op shall view the legal position of the Proposer as an independent contractor and all persons employed by the Proposer to furnish services are employees, agents or officers of the Proposer and not of the Co-op. The Co-op shall not be liable for any of the Proposer'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 Co-op within sixty (60) days from the date for the Contract start date.

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

**24. PROPOSERS CRITERIA FORM**

The Vendor Questionnaire Form (Attachment C) must be completed and submitted with this RFP.

**25. PROPOSERS DISCLOSURE INFORMATION**

All disclosure, certification, and non-collusion forms and affidavits contained in this RFP must be completed and submitted with the RFP.

END OF DOCUMENT

RFP #429-25-26

**Fallbrook Union Elementary School District  
RFP No. 429-25-26  
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:

	Initials
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. China Prohibition Certification	
16. Federal Procurement Certification	
17. Buy American Certification	
18. Tobacco-Free School Certification	
19. Fingerprinting Certification	
20. Signature Page	
21. Non-Collusion Declaration	
22. Required Proposal Documents Checklist	
23. Product/Food Lists with Pricing	
24. Payment Documentation	

Completed by: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Fallbrook Union Elementary School District**  
**RFP No. 429-25-26**  
**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 at the beginning of the letter.
- A brief statement of interest and summary of relevant qualifications to engage in a professional relationship with the Co-op.
- The following statement: "I certify that I have read the attached RFP 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/Social Media page(s)
  - 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. Contract**

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 given a sample of the Contract that will be completed by the awarded distributor. 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 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 and sign the contract agreement when the RFP is awarded.

#### **4. Reference List**

Please supply the contact information for three (3) references from local (within one hundred miles of the Co-op) 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 Co-op, 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 Co-op. 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 propose 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. China Prohibition Certification**

Pursuant to the Consolidated Appropriations Act of 2021 (Public Law 116–260) Division A, Section 764, that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People’s Republic of China.

**16. Federal Procurement Certification**

This form must be completed and submitted with this proposal.

**17. Buy American Certification**

This form must be completed and submitted with this proposal.

**18. Tobacco Free School Certification**

This form, regarding the Co-op’s campus policies, must be completed and submitted with your proposal. Proposals received without this form/certification will not be considered.

**19. Fingerprinting Certification**

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

**20. Signature Page**

This page must be completed and submitted with your proposal.

**21. 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.

**22. Required Proposal Documents Checklist**

This checklist must be completed and submitted with your proposal.

**23. Products List with Pricing**

Distributor must submit a filled-out Specification Market Basket Form (Attachment D1-D4) with applicable pricing.

**24. PAYMENT DOCUMENTATION**

The Successful Proposer(s) must provide a current signed W-9, Request for Taxpayer Identification (TIN) and Certification to the Co-op before payment is rendered.

END OF DOCUMENT

**Fallbrook Union Elementary School District  
RFP No. 429-25-26  
District Information**

<b>1. Bonsall Unified School District</b>	
Zip Code(s) of Delivery Site(s)	92003
Menu Rotation? Cycle, Annual, Monthly, Weekly	3-Week Cycle
Number of Delivery Sites	1
Deliveries Per Week	1
Preferred Day(s) of Delivery	Thursday
Preferred Time of Delivery	7 AM – 10 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	4-6 Week Cycle
Number of Delivery Sites	1
Deliveries Per Week	1
Preferred Day(s) of Delivery	Tuesday
Preferred Time of Delivery	6 AM–9 AM (Early)
FUESD – CNS 409 W. Fallbrook Street, Fallbrook CA 92028 OFFICE (760)731-4352 FAX (760)723-6143 Contact: Amy Haessly, CNS Director	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	1-Week Cycle
Number of Delivery Sites	1
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 Contact: Judi Reynolds, CNS Director	Small dock; Large delivery trucks may not be able access

END OF DOCUMENT

**Fallbrook Union Elementary School District  
RFP No. 429-25-26  
Reference List**

List at least three (3) local (within one hundred miles of the Co-op) 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 Co-op regarding the Proposer or the Proposer's performance of work.

1. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_

2. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_

3. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_

END OF DOCUMENT

**Fallbrook Union Elementary School District  
RFP No. 429-25-26  
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.

END OF DOCUMENT

**Fallbrook Union Elementary School District  
RFP No. 429-25-26  
Lobbying Certification**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

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

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

CERTIFIED BY: (type or print)

TITLE: \_\_\_\_\_

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

Approved by OMB 0348-0046

## Disclosure of Lobbying Activities

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

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

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

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

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

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

**END OF DOCUMENT**

**Fallbrook Union Elementary School District**  
**RFP No. 429-25-26**  
**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 by 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

END OF DOCUMENT

**Fallbrook Union Elementary School District  
RFP No. 429-25-26  
China Prohibition Certification**

The Consolidated Appropriations Act of 2021 (Public Law 116–260), Division A, Section 764 (signed into law on December 27, 2020), prohibits all Child Nutrition Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People’s Republic of China.

We \_\_\_\_\_(insert vendor name), certify that \_\_\_\_\_(insert product name(s); if needed please attach product list) did not use federal funds to procure raw or processed poultry products that are imported into the United States from the People’s Republic of China.

We further acknowledge that noncompliance with this federal requirement may result in a finding of disallowable cost(s).

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

END OF DOCUMENT

**Fallbrook Union Elementary School District  
RFP No. 429-25-26  
Non-Collusion Certification**

**TO BE EXECUTED BY AND SUBMITTED WITH PROPOSAL**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Printed name of Authorized Company Representative

\_\_\_\_\_  
Signature of Authorized Company Representative

END OF DOCUMENT

**Fallbrook Union Elementary School District**  
**RFP No. 429-25-26**  
**Federal Procurement Certification**

Pursuant to 2 CFR 200.318–200.327 and Appendix II, the undersigned Proposer certifies that it understands and agrees to the following laws applying to federal procurement:

**Debarment and Suspension (Executive Orders 12549 and 12689).** The Co-op will not award contract (see 2 CFR 180.220) to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." Proposer certifies that it is not listed on the governmentwide exclusions in the SAM.

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** If the RFP award exceeds \$100,000, Proposer must file the required certification. Proposer must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Proposer must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**Domestic Preferences for Procurements.** Proposer will, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. See also the Buy American Certification.

By signing below, the undersigned acknowledges the federal procurement laws and requirements set forth herein.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Above

\_\_\_\_\_  
Title

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

END OF DOCUMENT

**Fallbrook Union Elementary School District**  
**RFP No. 429-25-26**  
**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. SFAs must comply with the Buy American provision (7 CFR 210.21(d)) 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 (7 CFR 210.21(d)(5)(i)), 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 Co-op shall be obtained before an exception to this provision is exercised.

**Permission from the Co-op shall be obtained before an exception to this provision is exercised.**

Proposer: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Printed name of Authorized Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

END OF DOCUMENT

**Fallbrook Union Elementary School District  
RFP No. 429-25-26  
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

END OF DOCUMENT

**Fallbrook Union Elementary School District**  
**RFP No. 429-25-26**  
**Tobacco Free Certification**

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

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

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

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

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Above

\_\_\_\_\_  
Title

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

END OF DOCUMENT

**Fallbrook Union Elementary School District**  
**RFP No. 429-25-26**  
**Contract Agreement**

**THIS CONTRACT** ("Contract"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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, Commercial Dry/Grocery Products and Distribution via Request for Proposals #429-25-26 ("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 according to all terms and conditions set forth in the bid documents and as reinstated herein.

**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, 2026 through June 30, 2027.

**2. CONTRACT RENEWALS**

At the Districts' discretion, this contract may be renewed for two additional one-year periods. Contract renewals shall be approved in one (1)-year increments under the same terms, and conditions as the original agreement. Not to exceed 3 years total.

The pricing submitted for the initial term of the contract will remain fixed until June 30, 2027. Pricing agreed to for the second and third renewals will remain fixed throughout each contract period ending June 30, 2028 and June 30, 2029

respectively. The vendor(s) may only petition for an increase in pricing annually, sixty (60) days prior to the anniversary date of each renewal period, as long as price increase does not exceed five percent (5%). If the Vendor requests a price increase in excess of five percent (5%), the contract may not be renewed. The District reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the District.

### **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 twenty-four (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 MAINTAIN SATISFACTORY RATE ON QUARTERLY EVALUATIONS ON ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE AND DISTRIBUTOR WILL BE CONSIDERED "NON-RESPONSIBLE".

The Districts shall hold the Distributor liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the 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 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 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 vendor(s) may only petition for an increase in pricing annually, sixty (60) days prior to the anniversary date of each renewal period, as long as price increase does not exceed five percent (5%). If a vendor requests a price increase in excess of five percent (5%), the contract may not be renewed. The District reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the District.

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

## **5. PRICE ADJUSTMENTS**

The 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. Distributor shall send a notice to the Districts 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 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. It is the Distributor's understanding that if there's any minimum order requirements that were not disclosed before the award being awarded, this results in being noncompliant with the contract and therefore allowing the District to cancel the contract due to its failure to comply with the requirements.

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

## **8. VEHICLE DELIVERY CONDITIONS**

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

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

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

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

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

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

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

## **9. PRODUCT QUALITY CONTROL**

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

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

Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of San Diego or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

Distributor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. **Products received shall not have a shelf life or expiration date less than 120 DAYS from the date of delivery, without prior consent of the Districts** (or 50% of product shelf-life if the product has less than 120 days shelf as manufactured).

The 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 three (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 Departments 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, Vendors offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this proposal. Proposals must comply with the Buy American Provisions pursuant to Senate Bill 490 Buy American Food Act, Food and Agriculture Code sections 58596.1, et seq., and AB 778, Food and Agriculture Code section 58595. "Agricultural food products" are defined to mean a fresh or processed product, including fruits, nuts, vegetables, herbs, mushrooms, dairy, shell eggs, honey, grains, livestock meats, poultry meats, and fish, including shellfish.

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).

Pursuant to the Buy American Food Act, only agricultural food products grown, packed, or processed domestically are authorized unless any of the following exceptions apply:

The proposal or price of a nondomestic agricultural food product is more than 25 percent lower than the proposal or price of a domestic agricultural food product; **or**

The quality of the domestic agricultural food product is inferior to the quality of the domestic agricultural food product grown, packed, or produced non-domestically; **or**

The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of satisfactory quality to meet the needs of the District.

Pursuant to Assembly Bill 778, all local educational agencies must accept the bid or price for that agricultural food product when it is grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when **both** of the following are met:

1. The bid or price of the California-grown agricultural food product does not exceed the lowest bid or price for a domestic food product produced outside the state.
2. The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state.

In order to determine compliance with the Buy American Provisions, Proposers awarded the contract will be required to provide documentation certifying compliance with the requirements of the Buy American Provisions, as mandated by the Buy American Food Act including, without limitation, specific information about the percentage of U.S. content in any processed end product.

Distributor acknowledges and agrees to comply with the Buy American Food Act (Food and Agriculture Code section 58596.1, et seq., California Senate Bill 490), and provide District with all documentation necessary enabling District to confirm Distributor's compliance 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 Distributor 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](#) and **Senate Bill 490 and Assembly Bill 778**: [Changes to the Buy American Food Act \(CA Dept of Education\)](#).

### **13. NUTRITIONAL INFORMATION AND LABELING**

For the Districts to be compliant with California Department of Education (CDE) and USDA labeling requirements, the Districts require Product Formulation Statements ("PFS") or Child Nutrition ("CN") labels for all entrées, and creditable grain, protein, fruit or vegetable products sold to the District.

Within **thirty (30) days** following the award of the bid, the Distributor must provide the District with current nutritional information for each item awarded on the contract. A nutrition facts label or nutrient analysis from the manufacturer must be provided that includes the following information: serving size, calories, total fat, saturated fat, trans fat, cholesterol, sodium, total carbohydrates, dietary fiber, sugar, added sugars, protein, vitamin A, vitamin C, iron and calcium.

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

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

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

### **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, soybeans, or sesame.

Distributor shall notify each District's 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. USDA CHILD NUTRITION PROGRAM REQUIREMENTS**

Distributor shall comply with all applicable USDA child nutrition program requirements, including, but not limited to: adherence to applicable meal pattern standards, nondiscrimination and civil rights compliance, record retention of procurement and performance records for at least three years after final claim.

#### **16. 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 (3) 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.**

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, the 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 sixty (60) days of written request by the Districts.

#### **17. DELIVERIES**

The 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 Distributor and the Districts, 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 Distributor/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.

Distributor must guarantee a 90% fill rate for all District orders. For any District order, if Distributor 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 Distributor for the difference between the contract price and the price the District pays on the open market.

### **18. ACCOUNTING**

Invoices will be furnished in duplicate and include delivery site, product name, quantity ordered, quantity delivered, unit size, and unit price. The original copy is to be kept by 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.

### **19. PAYMENT REQUIREMENT**

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.

### **20. ADDITIONAL ACCOUNTING REQUIREMENTS**

- Distributor **must have** an established “net-off invoice” billing system in place to pass- thru the value of commodities (**processed commodities only**).
- Distributor **must stock** “fee for service” and “modified fee for service” processed commodities.
- Distributor **must have** an automatic rebate system in place to efficiently handle automatic rebate programs as offered by manufacturers.
- Distributor **must offer** an active website to allow on-line ordering and reporting for items in Categories 1-3. District(s) must have access to sales reports, commodity balances, and commodity reports via on-line.

## **21. RIGHT TO AUDIT**

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. Distributor 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.

## **22. QUARTERLY EVALUATION**

The Districts hereby notify Distributor that the Districts will conduct a quarterly evaluation of the Distributor’s fulfillment rate. This will be based upon delivery outside agreed timeslots, any unapproved or uncommunicated substitutions, and uncommunicated shortages with at least three (3) business days prior notice and approval if necessary for substitutions. If the vendor falls under a 90% satisfactory and successful delivery rate, for more than two consecutive quarterly review periods, it will be at the Districts’ discretion to terminate the contract at that point or reject a renewal contract and may be considered “non-responsible” for future proposals. It will be at the Districts’ discretion to share the quarterly evaluations with Distributor.

## **23. FORCE MAJEURE**

Distributor will be excused from performance during the time and to the extent that Distributor is 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.

## **24. SAFETY AND SECURITY**

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 affected district:

**Fallbrook Union Elementary School District**

(760) 731-4352

**Bonsall Unified School District**

(760) 631-5200

**Fallbrook Union High School District**

(760) 731-1610

**25. 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. Distributor is 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.

**26. AFFIRMATIVE ACTION**

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.

**27. HOLD-HARMLESS CLAUSE**

To the fullest extent permitted by law, 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 Distributor's 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 Distributor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the Districts, arising out of, or in any way connected with Distributor's 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.

Distributor, at 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.

**28. FINGERPRINTING**

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 District 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.

**29. 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. Distributor must request District's approval prior to joining; this will allow the District to verify that the requesting school district is within approved counties and is of like size or smaller. 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. **Acceptance or rejection of this clause will not affect the outcome of the award of the contract pursuant to this request for proposal.**

Option Granted \_\_\_\_\_

Option NOT Granted \_\_\_\_\_

**30. RELATIONSHIP**

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

**31. 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.

**32. ATTORNEYS' FEES**

In the event of any dispute between the Districts, Individual District, and Distributor 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.

**33. 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.

**34. 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.

*[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]*

**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)

END OF DOCUMENT



**Fallbrook Union Elementary School District**  
**RFP No. 429-25-26      Attachment A**

**Instructional School Calendar**  
**2026-2027**

Approved 1/23/25

MONTH	M	T	W	TH	F	Work Days
August	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	Aug. 5-7: Teacher In-Service Days <b>Aug. 10: First Day of Instruction</b>  (16)
September	<b>7</b> 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24	4 11 18 25	<b>Sept. 7: Labor Day</b>  21 (37)
October	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	22 (59)
November	2 9 16 <b>23</b> 30	3 10 17 <b>24</b>	4 11 18 <b>25</b>	5 12 19 <b>26</b>	6 13 20 <b>27</b>	<b>Nov. 11: Veterans Day</b>  <b>Nov. 23 – 27: Thanksgiving Break</b> 15 (74)
December	7 14 <b>21</b> <b>28</b>	1 8 15 <b>22</b> <b>29</b>	2 9 16 <b>23</b> <b>30</b>	3 10 17 <b>24</b> <b>31</b>	4 11 18 <b>25</b>	<b>Dec. 21 – Jan. 1: Winter Break</b> 14 (88)
January	<b>4</b> 11 <b>18</b> 25	5 12 19 26	6 13 20 27	7 14 21 28	8 15 22 29	<b>Jan. 4: Non-Student Day</b>  <b>Jan. 18: Martin Luther King, Jr. Day</b> 18 (106)
February	1 8 <b>15</b> 22	2 9 <b>16</b> 23	3 10 <b>17</b> 24	4 11 <b>18</b> 25	5 12 <b>19</b> 26	<b>Feb. 15 - 19: Presidents' Day Break</b> 15 (121)
March	1 8 15 <b>22</b> <b>29</b>	2 9 16 <b>23</b> 30	3 10 17 <b>24</b> 31	4 11 18 <b>25</b>	5 12 19 <b>26</b>	<b>Mar. 22- 26: Spring Break; Mar 29: Non-Student Day</b> 17 (138)
April	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	22 (160)
May	3 10 17 24 <b>31</b>	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	<b>May 28: Last Day of Instruction</b> 20 (180) <b>May 31: Memorial Day</b>

Total 180 Days of Instruction

**Fallbrook Union Elementary School District  
RFP No. 429-25-26  
Attachment B1: Evaluation Categories I-III**

Proposals will be evaluated against the evaluation criteria shown below. "What Proposers Should Submit" indicates what FUESD is asking proposers to provide with respect to each evaluation criteria. "What We're Looking For" explains the basis for judging the proposal submittal for the particular evaluation criterion and the points awarded for meeting the criteria. Evaluators may allocate up to the maximum number of points indicated for each criterion for an aggregate maximum total of up to 100 points for vendors proposing.

Evaluation Criteria	What We're Looking for & Points Awarded for meeting criteria	What Proposers Should Submit	Max. Points
<b>Service &amp; Satisfaction / Previous Performance</b>	<p><b>10 Points:</b> Proven ability to provide excellent service as demonstrated by references &amp; vendor questionnaire that shows:</p> <ul style="list-style-type: none"> <li>· Prompt responses and satisfactory resolution to requests for information and complaints &amp; issues</li> <li>· Courtesy and responsiveness to all district personnel at all times</li> <li>· Ready access to decision-making executives and assigned point of contact</li> <li>· Ongoing market updates and communication regarding product availability to identify best priced products.</li> </ul> <p><b>0 Points:</b> References and/or vendor questionnaire that demonstrate poor performance or inability to meet criteria described above.</p>	<ul style="list-style-type: none"> <li>· Reference forms</li> <li>· Responses to Vendor Questionnaire</li> </ul>	10
<b>Experience &amp; Competence</b>	<p><b>10 Points:</b> Proven substantial and recent experience in providing the products to California public schools. Vendor should provide an efficient supply-chain management system to ensure timely and accurate delivery and flexibility to address changes in needs of the District.</p> <p><b>0 Points:</b> References and/or vendor questionnaire that demonstrate poor performance or inability to meet criteria described above.</p>	<ul style="list-style-type: none"> <li>· Reference forms</li> <li>· Responses to Vendor Questionnaire</li> </ul>	10
<b>Pricing</b>	<p><b>40 Points:</b> Lowest priced bid.</p> <p><b>30 Points:</b> Second lowest priced bid.</p> <p><b>20 Points:</b> Third lowest priced bid.</p>	<ul style="list-style-type: none"> <li>· Initial Products &amp; Price List (By category/ Values Aligned Item)</li> </ul>	40
<b>Product Specification</b>	<p><b>15 Points:</b> Ability to provide a majority of the products as specified within each (proposed) category</p> <p><b>0 Points:</b> Unable to meet or provide above specified criteria.</p>	<ul style="list-style-type: none"> <li>· Price List</li> </ul>	15
<b>Delivery</b>	<p><b>15 Points:</b> Commitment and ability to deliver within District's designated time/days &amp; positive references of timely &amp; accurate delivery.</p> <p><b>10 Points:</b> Unable to meet District's designated delivery time &amp; days, but came to an agreement during negotiations &amp; positive references of timely &amp; accurate delivery.</p> <p><b>0 Points:</b> References that demonstrate poor performance of frequent untimely and/or inaccurate deliveries even if delivery time &amp; days can be met.</p>	<ul style="list-style-type: none"> <li>· Responses to Vendor Questionnaire</li> <li>· Reference inquiries</li> </ul>	15

<b>Safety Record &amp; Controls</b>	<p><b>10 Points:</b> Proposing vendor can provide evidence, in the form of a written Food Safety &amp; Security Program <b>OR</b> HACCP Plan, that is has a minimum of appropriate safety controls in place and follows the best food-safety practices in that:</p> <ul style="list-style-type: none"> <li>· Proposer’s staff are properly and regularly trained in current safety procedures</li> <li>· The proposer’s facilities are regularly inspected by accredited agencies and proposer’s facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise.</li> <li>· If needed, the proposer’s record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source or origin.</li> <li>· Proposing vendor can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place.</li> </ul> <p><b>0 Points:</b> Unable to meet or provide above specified criteria.</p>	<ul style="list-style-type: none"> <li>· HACCP Plan or Food Security and Safety Program</li> <li>· Responses to Vendor Questionnaire</li> <li>· Reference inquiries</li> </ul>	10
		<b>TOTAL POINTS:</b>	<b>100</b>

**Fallbrook Union Elementary School District**  
**RFP No. 429-25-26**  
**Attachment B2: Evaluation Category IV**

Proposals will be evaluated against the evaluation criteria shown below. "What Proposers Should Submit" indicates what FUESD is asking proposers to provide with respect to each evaluation criteria. "What We're Looking For" explains the basis for judging the proposal submittal for the particular evaluation criterion and the points awarded for meeting the criteria. Evaluators may allocate up to the maximum number of points indicated for each criterion for an aggregate maximum total of up to 105 points for vendors proposing.

*AWARD NOTE: Since this is a unique set of values that pertain to each individual item, this Category will be awarded by line item*

Evaluation Criteria	What We're Looking for & Points Awarded for meeting criteria	What Proposers Should Submit	Max. Points
<b>Service &amp; Satisfaction / Previous Performance</b>	<p><b>10 Points:</b> Proven ability to provide excellent service as demonstrated by references &amp; vendor questionnaire that shows:</p> <ul style="list-style-type: none"> <li>· Prompt responses and satisfactory resolution to requests for information and complaints &amp; issues</li> <li>· Courtesy and responsiveness to all district personnel at all times</li> <li>· Ready access to decision-making executives and assigned point of contact</li> <li>· Ongoing market updates and communication regarding product availability to identify best priced products.</li> </ul> <p><b>0 Points:</b> References and/or vendor questionnaire that demonstrate poor performance or inability to meet criteria described above.</p>	<ul style="list-style-type: none"> <li>· Reference forms</li> <li>· Responses to Vendor Questionnaire</li> </ul>	10
<b>Experience &amp; Competence</b>	<p><b>10 Points:</b> Proven substantial and recent experience in providing the products to California public schools. Vendor should provide an efficient supply-chain management system to ensure timely and accurate delivery and flexibility to address changes in needs of the District.</p> <p><b>0 Points:</b> References and/or vendor questionnaire that demonstrate poor performance or inability to meet criteria described above.</p>	<ul style="list-style-type: none"> <li>· Reference forms</li> <li>· Responses to Vendor Questionnaire</li> </ul>	10
<b>Pricing</b>	<p><b>40 Points:</b> Lowest priced bid.</p> <p><b>30 Points:</b> Second lowest priced bid.</p> <p><b>20 Points:</b> Third lowest priced bid.</p>	<ul style="list-style-type: none"> <li>· Initial Products &amp; Price List (By category/ Values Aligned Item)</li> </ul>	40
<b>Product Specification</b>	<p><b>10 Points:</b> Ability to provide a majority of the products as specified within each (proposed) category</p> <p><b>0 Points:</b> Unable to meet or provide above specified criteria.</p>	<ul style="list-style-type: none"> <li>· Price List</li> </ul>	10
<b>Delivery</b>	<p><b>10 Points:</b> Commitment and ability to deliver within District's designated time/days &amp; positive references of timely &amp; accurate delivery.</p> <p><b>5 Points:</b> Unable to meet District's designated delivery time &amp; days, but came to an agreement during negotiations &amp; positive references of timely &amp; accurate delivery.</p> <p><b>0 Points:</b> References that demonstrate poor performance of frequent untimely and/or inaccurate deliveries even if delivery time &amp; days can be met.</p>	<ul style="list-style-type: none"> <li>· Responses to Vendor Questionnaire</li> <li>· Reference inquiries</li> </ul>	10

<b>Safety Record &amp; Controls</b>	<p><b>10 Points:</b> Proposing vendor can provide evidence, in the form of a written Food Safety &amp; Security Program <b>OR</b> HACCP Plan, that is has a minimum of appropriate safety controls in place and follows the best food-safety practices in that:</p> <ul style="list-style-type: none"> <li>· Proposer’s staff are properly and regularly trained in current safety procedures</li> <li>· The proposer’s facilities are regularly inspected by accredited agencies and proposer’s facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise.</li> <li>· If needed, the proposer’s record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source or origin.</li> <li>· Proposing vendor can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place.</li> </ul> <p><b>0 Points:</b> Unable to meet or provide above specified criteria.</p>	<ul style="list-style-type: none"> <li>· HACCP Plan or Food Security and Safety Program</li> <li>· Responses to Vendor Questionnaire</li> <li>· Reference inquiries</li> </ul>	10
<b>Values Aligned Requirements</b>	<p><b>10 Points:</b> Ability to provide the specified products that best align with the requested set values of each item.</p> <p><b>0 Points:</b> Unable to meet or provide above specified criteria.</p>	<ul style="list-style-type: none"> <li>· Responses to Vendor Questionnaire</li> <li>· Reference inquiries</li> </ul>	10
<b>EXTRA POINTS</b>	<b>5 Points:</b> Within 100m radius from FUESD	<ul style="list-style-type: none"> <li>· Responses to Vendor Questionnaire</li> </ul>	5
		<b>TOTAL POINTS:</b>	105

**Fallbrook Union Elementary School District**  
**RFP No. 429-25-26**  
**Attachment C: Vendor Questionnaire**

***Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal. No proposal shall receive consideration by FUESD unless they include responses to each question below.***

1. Will you be able to meet the specified delivery days, hours, and deliveries per week?  
Yes: \_\_\_\_\_ No: \_\_\_\_\_
2. Do you require a minimum number of cases, pounds, or value for deliveries?  
(Pertains to Category 4 Market Basket: Values Aligned Items)  
Yes: \_\_\_\_\_ No: \_\_\_\_\_  
If YES please state your minimum delivery amounts (dollar amount, case quantity, etc.)
3. Please describe how you communicate ongoing product market updates and information regarding product availability to identify best priced products?
4. What is your procedure for notifying customers of shortages and/or substitutes?
5. What is your procedure for notifying customers of product recall?
6. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last 2 years?  
Yes: \_\_\_\_\_ If so, please explain. No: \_\_\_\_\_

7. Has your firm defaulted or been replaced at the will of a district during the school year within the **last 5 years**?  
Yes: \_\_\_\_\_ If so, please explain. No: \_\_\_\_\_
  
8. Do you have an on-line order system? Please explain.
  
9. What is the lead time you require for orders that ensures a **90%** fill rate?
  
10. How will emergency deliveries (deliveries not on a scheduled date) be handled?
  
11. How late can add-ons be added to a delivery? Is there a limit on the number of cases that can be added on?
  
12. Do you distribute commodity products and if so what is your Fee for Service? Can you ensure invoices will show the appropriate discount for Net-Off Invoice commodities? (Pertains to Category 1)
  
13. Please describe the velocity reports that you send to commodity tracking websites (e.g monthly usages, data analysis, etc). How often are these reports sent? Annually? (Pertains to Category 1)
  
14. Describe your policy regarding your delivery driver/staffing assisting sites in moving received products to storage areas?

15. Briefly describe your food safety- HACCP plan and provisions for plant/delivery security.
  
16. How many years has your company been in the K-12 food service business?  
How would you describe your company's financial stability?
  
17. Will combination refrigerated/freezer trucks be used to deliver frozen and refrigerated items at the same time?
  
18. How do you address dry products on the same order as frozen/ refrigerated products?
  
19. Can you produce reports to show the percent of non-domestic products provided? If so, please describe current reporting/ tracking mechanisms below?  
If not, are you willing to develop a reporting/tracking mechanism?

*[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]*

Category IV: Values Aligned QUESTIONS

20. Does business qualify as any of the following?
- a. Woman Owned                      Yes: \_\_\_\_\_      No: \_\_\_\_\_
  - b. Minority Owned                      Yes: \_\_\_\_\_      No: \_\_\_\_\_
  - c. Small Business                      Yes: \_\_\_\_\_      No: \_\_\_\_\_
  - d. Disabled Veteran Owned      Yes: \_\_\_\_\_      No: \_\_\_\_\_
21.            Geographical preference: Is your business within 100 miles of FUESD?  
Is your business within the state of California?  
Within 100m radius: \_\_\_\_\_ (+5 points in Evaluation)  
In California: \_\_\_\_\_
22.            MEATS & CHEESES: Please explain how the animals are raised (ie  
regeneratively, grass fed, hormone free, antibiotic free, etc.).
23.            PIZZA CRUST: Can you provide a Product Formulation Statement  
showing the grain contributions?  
Yes: \_\_\_\_\_      No: \_\_\_\_\_

END OF DOCUMENT

**Fallbrook Union Elementary School District  
RFP No. 429-25-26  
Attachment D1: Specification Market Basket  
PROCESSED COMMODITY**

\*Brand equivalents will be accepted

PRODUCT INFORMATION*	PACK SIZE	TOTAL USAGE	BID PRICE	EXTENSION	BID PRICE	EXTENSION	FEE FOR SERVICE
			- 1		- 1		
			Drop/ 1 Delivery Per Wk		Drop/ 2 Deliveries Per Wk		
Advance Pierre, Pork Sausage Patty, 10000013850	250/1.2Oz	402					
BEACON STREET, 51% CHEESE STUFFED STICKS WG, 73338	200/2.1OZ	45					
BIG DADDY'S, primo 16" wg pepr pizza, 78368	9/41.5	600					
BIG DADDY'S, SANDW PEPPERONI STUFFED IW, 55293	48/4.46OZ	500					
DEL MONTE, Fruit Cocktail Jackpot Ls 6/#10, 2004733	6/#10	80					
DEL MONTE, PEACHES DICED 100% JUICE CUP, 2005442	72/4OZ	438					
Don Lee, BEEF 100% STEAK BURGER, cnq163003	180/3.0oz	411					

Attachment D1

Don Lee, CORN DOG JUMBO CHICKEN WG IW, CN34072WWG	72/4oz	120					
Don Lee, Meatballs Cnq19053 Cmdy D/Lee 200/Cs, CNQ19053	31.25LBS	165					
DON LEE FARMS, CRUMBLE UNSEASONED ALL BEEF, CNQ15401	4/10LB	132					
FOSTER FARMS, CORN DOG NITRATE FREE WG, 94125	72/4OZ	462					
FOSTER FARMS, BREAST CHIC SHRED FC, 99650	2/5LB	834					
FOSTER FARMS, DRUMSTICK CHIC OVRSTED NAE FC, 99659	30LB	50					
Goldkist, brd dark meat chix smackers wg, 110458	30lbs	990					
Goldkist, Wg Brd Chix Breast Fillet, 7516	120/4oz	522					
GoldKist, Patty fillet spicy, 615600	6/5lb	50					
Jennie-O, Bacon Turkey Pre-Cooked Crispy Bacon 12/50 Sl, 271106	12/50sl	60					
Jennie-O, ps fc crspy trky bacon bits, 871702	2/5-6lbs	10					
Jennie-O, Turkey Oven Rstd, Sliced 12/1 #, 209903	12/1#	617					
JENNIE O, TURKEY HAM SLICED, 256503	12/1LB	248					

Attachment D1

JENNIE O, TURKEY STICK SMOKEHOUSE, 136374	200/1.2OZ	82					
JENNIE O, HAM CANADIAN SLCED, 119356	25LB	41					
JENNIE O, TURKEY SAUSAGE ITALIAN STYLE, 54057	6/5LB	35					
Land O Lakes, American Yellow Sliced, 6/5#, 46255	6/5#	63					
Land O Lakes, Cheddar Cubes lw 200/1 Oz, 44113	200/1oz	162					
Land O Lakes, MAC & CHEESE W/ RF WG, 43277	6/5LB	90					
Land O Lakes, sauce cheese cheddar rs, 39945	6/106OZ	35					
Land O Lakes, Shred Milk Cheddar Cheese, 41749	4/5# PCH	133					
LAND O LAKES, MAC & CHEESE WG, 43292	6/5LB	60					
LAND O LAKES, CHEESE AMERICAN YELLOW 160 SL, 46016	4/5LB	100					
LAND O LAKES, SHRED MOZZARELLA CHEESE, 41698	4/5#PCH	714					
LAND O LAKES, CHEESE STRING IW, 59701	168/1OZ	229					
MCCAIN FOODS INC, POTATOES DELI ROASTED DICED, MCF03927	6/5LB	60					

Attachment D1

MCCAIN FOODS INC, FRIES SSND REGULAR CUT 3/8" XL, MCX03621	6/5LB	322					
Red Gold, Ketchup Nat Sugar Ls 1000-9Gm, REDYL9G	1000/9gm	90					
Red Gold, Marinara Sauce Cups, Redna2Zc168	168/2.5 Oz	246					
RED GOLD, MARINARA SAUCE, RPKNA99	6/#10	136					
RED GOLD, NATURAL KETCHUP WITH SUGAR, REDYL99	6/#10	60					
Schwans, Wg Fb Pepperoni Pizza 60/5.4 Oz, 72672	60/5.4oz	200					
Smuckers, Uncst Pb & J Wg lw 72/2.6OZ STRW, 5150006961	72/2.6OZ	500					
Smuckers, Uncst Pb&J-Grp Wg lw 72/2.6 Oz, 51500210 5150006960	72/2.6oz	735					
Smuckers, Wg Pb& Grape Uncrustable Lrg, 5150021027	72/5.3Oz	137					
Tyson, chicken strips nashville hot, 10000038479	5/6LBS	12					
Tyson, Breaded Drumsticks 92-4.4Oz, 666010	92/4.4oz	571					
Tyson, Wg Brd Spicy Chix Patties, 10703140928	172/3oz	403					

Attachment D1

TYSON, CHICKEN WINGS OVEN ROASTED, 10346960928	4/7.5LB	160					
Yangs, CHIC 100% MANDARIN ORNG WG, 8-52724-15552-4	1/43.5LB	510					
Yangs, Teriyaki chicken, 8-52724- 15559-3	1/42LB	320					

END OF DOCUMENT

**Fallbrook Union Elementary School District  
RFP No. 429-25-26  
Attachment D2a: Specification Market Basket  
FROZEN: Protein**

\*Brand equivalents will be accepted

PRODUCT INFORMATION*	PACK SIZE	TOTAL USAGE	BID PRICE -	EXTENSION	BID PRICE -	EXTENSION	FEE FOR SERVICE
			1		1		
			Drop/ 1 Delivery Per Wk		Drop/ 2 Deliveries Per Wk		
BARFRESH, SMOOTHIE YOGURT STRAW BANANA, TGSBY48	48/7.6OZ	305					
DEL REAL, CARNE ASADA GF, 207-20	10/2LB	261					
Farmland, 6" 5/1 All Beef Hot Dog, 70247813046	10lb	82					
Farmland, pepperoni sliced, 70247174796	1/10LB	270					
FARMLAND, SAUSAGE LINK FC SKINLESS PORK, 70247138170	10LB	100					
HOFFY, FRANKS BEEF 6" 8/1, 3025	10LB	82					

Attachment D2

MORNINGSTAR (KELLOGGS), WINGS BUFFALO VEGAN, 28989- 10407	240/.66OZ	263					
morningstar, SPICY BLACK BEAN BURGER, 49938/526241	12/4/2.9oz	90					
DEL REAL, REFRIED BEANS VEGETARIAN GF, 406	4/5LB	50					

END OF SUBSECTION

**Fallbrook Union Elementary School District  
RFP No. 429-25-26  
Attachment D2b: Specification Market Basket  
FROZEN: Heat & Serve**

\*Brand equivalents will be accepted

PRODUCT INFORMATION*	PACK SIZE	TOTAL USAGE	BID PRICE -	EXTENSION	BID PRICE -	EXTENSION	FEE FOR SERVICE
			1		1		
			Drop/ 1 Delivery Per Wk		Drop/ 2 Deliveries Per Wk		
ARIZONA GOLD, BURRITO BEAN&CHS TRAD WG IW, 3100575W	54/5.75OZ	122					
Arlington Val, Snackn Waffles buttery maple iw, 110	96/2.4	540					
ARLINGTON VALLEY FARMS, SNACKN WAF VAN CONFETTI IW, 70	96/2.4OZ	51					
Bake Crafter, BREADSTICKS GARLIC WG, 1638	240/1.19oz	90					
Bake Crafter, croissant margarine sl rf wg, 869	150/2.2oz	149					
Bake Crafter, Mini Breakfast Bite Apple Bake Crafter 72/2.75 Oz, 1716	72/2.75oz	433					

## Attachment D2

BAKE CRAFTERS, CINNAMON SWIRL WG IW, 1663	72/3OZ	352					
BAKE CRAFTERS, POFFITZ PANCAKE BITES WG IW, 1673	72/2.4OZ	176					
BIG DADDY'S, primo 16" wg pepr pizza, 78368	9/41.5	600					
BRIDGFORD, BREADSTICK CHEESY GARLIC WWW, 6787	320/1.125	88					
chefs corner, veggie spring rolls wg, kywg-068	200/1.5oz	20					
Daves, Muffin Blueberry Wg Dave'S 60/3 Oz, WG829	60/3oz	187					
Daves, Muffin Double Choc lw Wg Dave'S 60/3.1 Oz, WG845	60/3.1oz	90					
DAVES, MUFFIN CHOC CHIP WG IW, WG825	60/3.15OZ	80					
Del Real, Tamale Chkn W/Red Sauce Del Real 12-4Ct, 767	12/4ct	207					
Del Real, tamales chicken bulk wg, 124	48/5oz	632					
EGGO, PANCAKES MAPLE MINI EGGOS, 38000-92562	72/3.03OZ	471					
J & J SNACK FOODS, 51% waffle dutch wg, 4521	48/2.9oz	80					
J & J SNACK FOODS, BAR BENEFIT OTML CHCHIP WG mini, 40454	96/1.25oz	60					

Attachment D2

J & J SNACK FOODS, Bar Oatmeal Chocolate Chip W J&J Benefit 48/2.5, 40401	48/2.5oz	1100					
Los Cabos, Burrito Bean & Cheese Wg lw Los Cabos 96, 97576	96/5.75oz	408					
Lupita, Concha, Assorted Flavors, Wg, lw, 84/2.25Oz, 1450	84/2.25oz	650					
Michael B's Bestway, Tamale, chicken and cheese, TAC32	72/5.5 oz.	95					
Michael Foods, TOAST FRENCH CINN GLZD STIX WG, 75012	85/2.9OZ	366					
Michaels b's bestway, TAQUITOS CHICKEN bulk wg, ctb43	100/2.2oz	115					
Pillsbury, Bagel Mini Strwb Crmy Pillsbury 72/2.43 Oz, 38413	72/2.43oz	72					
pillsbury, PULL APART ITALIAN CHS GARLIC, 12317	72/3.88oz	230					
PILLSBURY, BAGELS MINI CINN CRMY CHS IW, 38399	72/2.43OZ	80					
schwans food, dumpling chix & veggie ww, 60585	8/2.5lb	50					
smart foods, NUGGETS BAT CHICKEN WG, 63307-9	213/.75oz	135					
smart foods, nuggets heart shaped wg, 63356-9	10lbs	135					

Attachment D2

SMART FOODS, NUGGETS TURKEY SHAPED CHIC WG, 63309-9	213/.75OZ	80					
Super Bakery, BREAD BANANA SLICE, 7501	75/3.4oz	182					
Super Bakery, BREAD PUMPKIN ULTRA SLICE, 6075 7505	70/3.4oz	56					
Super Bakery, Donut mini powdered in a cup, 9300	60/3oz.	90					
Tasty Brands, Wg Cheese Lasagna Roll Up, 00801WG	110/4.3oz	60					
, Whipped Topping, On Top, 2559		10					

END OF SUBSECTION

**Fallbrook Union Elementary School District  
RFP No. 429-25-26  
Attachment D2c: Specification Market Basket  
FROZEN: Grains/Bread/Starch**

\*Brand equivalents will be accepted

<b>PRODUCT INFORMATION*</b>	<b>PACK SIZE</b>	<b>TOTAL USAGE</b>	<b>BID PRICE - 1 Drop/ 1 Delivery Per Wk</b>	<b>EXTENSION</b>	<b>BID PRICE - 1 Drop/ 2 Deliveries Per Wk</b>	<b>EXTENSION</b>	<b>FEE FOR SERVICE</b>
Bridgeford, roll whole wheat, 6735	180/2oz	70					
Bridgeford, WHITE WHEAT CNNMN ROLL DOUGH, 6719	144/2.5oz	40					
Daves, Bar Buttermilk Twin Wg lw Dave'S 72-2.5Oz, WG1001	72/2.5oz	50					
FAT CAT BAKERY, Cookie Choc Chip lw #Wgccc140-1Sw 140/1.2 Oz, WGCCC140-1SW	140/1.2oz	246					
FAT CAT BAKERY, COOKIES PUMPKIN WG IW, WGPMP140/1SW	140/1.3OZ	12					
FAT CAT BAKERY, BATTER BLUEBERRY MUFFIN WG, WGBLUMFN-9#	2/9LB	55					
FAT CAT BAKERY, BATTER CINN MUFFIN COWGIRL WG, WGCOWMFN-9#	2/9LB	116					

Attachment D2

FAT CAT BAKERY, BATTER PUMPKIN MUFFIN WG, WGPMPMFN-9#	2/9LB	165					
FAT CAT BAKERY, COOKIE DOUGH VANILLA SUGAR WG, WGVC192-1S	192/1.3OZ	108					
Gold Star Foods, BUN 4" 51% KNOT UNSEEDED WG., F4305	144	420					
READY FIX, PEAS & CARROTS, 13112	1/20LB	80					
Richs, dough pizz pr bake 5" shtd wd, 577	150ct	70					
Richs, Dough, Sub, WG, 8763	60/7.5 oz	210					
Richs, Flatbread 6X6 Oven Fired Wg Rich'S 192-2, 14010	192/2oz	50					
RICHS, DOUGH PIZZA 16" 51% SHEETED WG, 9718	24/22OZ	21					
RICHS, DOUGH MINI SUB ROLL WG, 11782	180/2.4OZ	43					
simplot, fries crinkle cut, 10071200000000	6/5lbs	250					
Simplot, Potato loop seas, 10071179470144	6/5lb.	190					
Simplot, Hashbrown patties, 10071179430018	6/5lb.	100					

END OF SUBSECTION

**Fallbrook Union Elementary School District  
RFP No. 429-25-26  
Attachment D2d: Specification Market Basket  
FROZEN: Special Diets**

\*Brand equivalents will be accepted

PRODUCT INFORMATION*	PACK SIZE	TOTAL USAGE	BID PRICE -	EXTENSION	BID PRICE -	EXTENSION	FEE FOR SERVICE
			- 1		1		
			Drop/ 1 Delivery Per Wk		Drop/ 2 Deliveries Per Wk		
Mr Sips, chicken nugget gluten free, 300433	2/5#	105					
Mr Sips, Gf Hamburger Bun lw, 300155/544551	24/3.6oz	5					
Mr Sips, gluten free 6" chs pizza iw, 542958	24/6.7oz	5					
Mr Sips, gluten free bread slice iw, 544552	24/1.5oz	5					
S and F Foods, Inc, Pizza Stuffer, Pepperoni, 1500MC	48/4.5oz	5					

END OF DOCUMENT

**Fallbrook Union Elementary School District  
RFP No. 429-25-26  
Attachment D3: Specification Market Basket  
DRY/REFRIGERATED/INGREDIENTS/GROCERY**

\*Brand equivalents will be accepted

PRODUCT INFORMATION*	PACK SIZE	TOTAL USAGE	BID PRICE -	EXTENSION	BID PRICE -	EXTENSION	FEE FOR SERVICE
			1		1		
			Drop/ 1 Delivery Per Wk		Drop/ 2 Deliveries Per Wk		
Arm & Hammer, Baking Soda, 282395	13.5Lb	5					
AVO, Vinegar Distilled White Amer 4/1 Gal, v20001	4/1gal	10					
azar, Peanut Butter, Smooth, 208300	5/6#	10					
AZAR, Sunflower Kernals, Azar Hny-Rstd 150/1 Oz, 7220210	150/1oz	223					
BARILLA, PASTA 100% SPAGHETTI WG, 616137/1000013340	2/160OZ	90					
BARILLA, PASTA 100% PENNE WG, 616136/1000013339	2/160OZ	40					
bullseye, BBQ SAUCE BULLSEYE, 19582329057	4/1gal	57					

Attachment D3

BUSH BROS, BEANS BAKED VEG, 1637	6/#10	29					
Butter Buds, Buttermist Spray, 56217	6/17Oz	45					
c&h sugar, Sugar , C & H Brown Sugar 25#, 404831	25#	10					
c&h sugar, sugar powdered, 404874	50lbs	14					
c&h sugar, Sugar, C&H Granu 25# (404720), 404720	25#	30					
Carnation, Milk, Evaporated,	6/10#	12					
Cheetos, Wg Oven Baked Crunchy Flamin, 62984	104/.875Oz	751					
CHH, TOMATOES CRUSHED, 1007	6/#10	30					
CHH, TOMATOES DICED, 1066	6/#10	78					
COOL TROPICS, JUICE SLUSH KIWI STRWBRRY, 12002-R4	60/4OZ	70					
Del Sol, Diced Green Chiles, 41212	6/#10	20					
Del Sol, Peppers, Jalapenos Nacho Sliced Del Sol 6-#10Can, DS00115	6/#10	57					
Diamond Crystal, Baking Powder, 58001/618945	5/6# 6/5#	3					

Attachment D3

Dole, Juice Pineapple,	12/46oz	36					
Doritos, Rf Flamas Tortilla Chips, 62829	72/1Oz	445					
Doritos, Top N Go Nachos, 20518	44/1.4Oz	180					
Embasa, Tomatillos, 7868	6/10#	18					
FRANKS RED HOT, SAUCE RED HOT BUFFALO WING, 417416104/346790	4/1GAL	40					
Fresh Bread, 4" 51% SLICED FRENCH ROLLS WWW, 4216	12/2.02OZ	3584					
Fresh Bread, 51% HAWAIIAN DINNER ROLL WWW, 3420	12/2OZ	3937					
Fresh Bread, 6" 51% Www Hot Dog Buns, 2179	12/1.96Oz	828					
Fresh Bread, Www Plain Sliced Bagels, 60374	6/3Oz	9231					
FRESH BREAD, BUNS 4" HAMBURGER 51% WG, 2176	12/2.07OZ	11844					
FRESH BREAD, BAGELS CINN RAISIN SLICED WG, 60314	6/3OZ	191					
Garden Banner, Mayonnaise, 1030	4/1Gal	45					
General Mills, 25% less sugar cocoa puffs cup, 14885	60/2oz	166					

Attachment D3

General Mills, 2GO CUPS CINN TOAST CRUNCH, 28932	60/2oz	29					
General Mills, cereal cinn toast crunch wg, 11815	96/1oz	5					
General Mills, Cinnamon Chex Bowlpak, 38387	96/1oz	41					
General Mills, CINNAMON CHEX CEREAL CUP, 14883	60/2oz	204					
General Mills, Honey Nut Cheerios cup, 14882	60/2oz	80					
General Mills, Red Sug Cinnamon Toast Crunch, 14886	60/2OZ	1384					
GENERAL MILLS, BOWL PAK 25% LSS SUGAR TRIX WG, 31922	96/1OZ	38					
GENERAL MILLS, CEREAL CUP TRIX 25% LESS SUGAR, 19567	60/2OZ	116					
GENERAL MILLS, BOWL 25% LSS CINN TST CRNCH WG, 29444	96/1OZ	30					
Ghirardelli, Cocoa Powder Sunrise Dutch, 482330/69069	1/25Lb	10					
Gold Medal, White Wheat Flour, 58034	50Lb	50					
gold star foods, 4" 515 bn knot unseeded wg, f4305	144 ct	500					
golden state, mustard yellow, 73120/000006	4/1gal	53					

Attachment D3

Heinz, Single Serve Ketchup Packet, 13009848000	1000/9Gm	115					
Jackpot, mandarin oranges ls, MOR011	6/#10	150					
Jackpot, Pineapple Tidbits In Juice, Pap007	6/#10	209					
Jackpot, SI Black Olives, OLIVE601	6/#10	20					
JIF, PEANUT BUTTER CREAMY, 5150012512/804405	60/1.1OZ	120					
Juicy Juice, 100% Apple Juice, 55	40/4.23Oz	285					
KEEBLER, Cracker, Keebler Scoobydo Cinn Graham 210/1 Oz, 50689	210/1oz	145					
Kelloggs, GRAHAMS VANILLA CHATSNAX, 30100-12695	210/1OZ	79					
Kelloggs, Wg Cheez Its Cracker Iw, 24100-79263	175/.75oz	165					
Kelloggs, Wg Strawberry Poptart Frstd Iw, 38000-55133	72/3.53Oz	280					
KENS, Dressing, Ranch, 777	4/1gal	50					
Kens Foods, Bbq Sauce - Sweet Baby Rays, 0440Hf	4/1Gal	40					

Attachment D3

KENT PRECISION FOOD GROUP, DRESSING MIX RANCH NO MSG, 436367/V402-JA190	18/3.2OZ	200					
KLEIN PICKLE, Pickles Dill Chips A-1 Homade 4/1 Gal, 41800 65041	4/1gal	125					
kraft heinz, MAYONNAISE SACHET KRAFT, 66485	100/12.4g	30					
La Vencedora, tortila chips iw, elr15-150	150/1.5oz	95					
LA VICTORIA, Sauce, Enchilada Red La Victoria 6/#10, 41595	6/#10	5					
Land O Lakes, Sauce alfredo, 397315/39453	6/64oz.	125					
Lays, Potato Chips Regular, 19846	120/0.5Oz	300					
Madeira Farms, Syrup, Maple Cups IW, 7160000000000	100/1.5oz	35					
Marzetti Company, Chipotle Ranch Dressing, 81299	60/1.5Oz	30					
Marzetti Company, Dressing, Caesar Marzetti, 6025	60/1.5oz	209					
Marzetti Company, MULTI GRAIN CROUTONS, 140036	300/1oz	133					
Marzetti Company, RANCH DRESSING CUPS, 83984	120/1oz	833					

## Attachment D3

MARZETTI COMPANY, DRESSING CREAMY CAESAR IW, 82000	60/1.5oz	110					
MCCORMICK CULINARY, THYME GROUND, 932423/393773	6/11OZ	6					
michael foods, eggs hard cooked peeled, 14616-60676-00	12/12ct	40					
MINH, SAUCE LS TERIYAKI, 69144	5/6LBS	20					
Minor'S, Vegetable Base, 03301/360405	12/1Lb	22					
Mjm Marketing, CRACKR BITE SAVORY WHEAT WG IW, 801155	155/1oz	125					
Mjm Marketing, Wg Vanilla Bear Grahams, 404001	300/1 Oz	40					
MJM MARKETING, CRACKR BITE SAVORY WHEAT WG IW, 781100	100/2oz	10					
MORTON, Spice, SALT IODIZED, 181392b	4#	30					
motts, applesauce supnatural, 10065615	72/4.5oz	60					
NATURAL AMERICAN FOODS, HONEY EXTRA LIGHT AMBER, 385784/ELA-07-0057	6/3#	80					
NESTLE PROFESSIONAL, EVAPORATED MILK, 333605/10711	9/97oz	15					

Attachment D3

N'JOY, CHEESE PARMESAN, Ind., 560364	200 ct	20					
NUTELLA, SPREAD HAZELNUT WITH COCOA, 879520	5/33.5oz	10					
Pacific Spice, Ground Cumin Seed, Cumg6l	5Lb	20					
Pacific Spice, Spice Paprika 5#, N/A	5#	15					
PACIFIC SPICE, CLOVES GRND, CLG12l	1#	10					
PACIFIC SPICE, SPICE CHILI POWDER DARK, CHILPWD6l	5#	25					
PACIFIC SPICE, Spice CHIVE GREEN RING DEHY, IRCHIV6l	1/8oz	25					
PACIFIC SPICE, Spice DILL WEED, DW112l	6oz	30					
PACIFIC SPICE, SPICE GRANULATED GARLIC IMPORT, 1GGCHIN645	4LB 8oz	20					
PACIFIC SPICE, Spice GROUND BLACK PEPPER, PEPBG6l	5#	5					
PACIFIC SPICE, Spice GROUND CINNAMON, CIG6l	5#	5					
PACIFIC SPICE, Spice ITALIAN SEASON CRUSHED, ITC6l	2#	20					

Attachment D3

PACIFIC SPICE, Spice ONION GRANULATED, 2OG12125	1.25 LB	30					
PEAK, RICE PARBOILED, 189664530	1/25LB	158					
Pepperidge Farm, Cracker, Pep-Farm (18105) Goldfish Wg 300-0.75Oz, 18105	300/.75	110					
Portion Pac, Mustard Packets 500-5.5Gm, 7160370539	500/5.5gm	145					
PORTION PAC, MAYONNAISE PACKETS IW, 7160000000000	200/9GR	200					
Quaker, old fashion oats, 20164	50Lb	60					
ROCKIN'OLA, STRAWBERRY GRANOLA POUCH, 8004117	125/2OZ	46					
Rodelle, Imitation Vanilla, 532572	1Gal	20					
ROLD GOLD, PRETZELS HEARTZELS WG, 15940	104/.70OZ	123					
ROMEROS, Tortilla Ultra Grain 288 Ct, 208182UG	288ct	20					
ROMEROS, Tortilla, Taco Shell, Corn Wg 6" 200/Cs Romero Foods, N/A	200ct	115					
SPICE CLASSIC, SPICE BASIL LEAVES, 393904/932712	3/1.75LB	10					

Attachment D3

STARKIST, TUNA CHUNK LIGHT IN WATER, 16500/402419	6/66.5OZ	33					
SUGAR FOODS, SEASONED CUBE CROUTONS IW, 493241/74470	250/.25oz	30					
Sun Chips, Wg Multigrain Snacks Original, 11151	104/1oz	321					
SUNCUP, JCE 100% PRDISE PNCH BX W STRW, 402800	40/4.23OZ	1171					
Swiss Miss, Hot Cocoa Mix, Swiss Miss, Bulk, 990065856	45.68 oz 1/76.5OZ	10					
switch, JUICE kiwi berry, 7c2480kb	24/8oz	175					
switch, JUICE WTRMLN STRWBRY SPARKLING, 7c2480ws	24/8oz	135					
Tajin, Ls Tajin Season Packets, 28805	1000/.035	250					
TAJIN, SEASONING CLASICO FRUIT, 66900	12/14OZ	22					
Tapatio, Hot Sauce Packets, 7788500193	500/7Gr	125					
Tapatio, Hot Sauce, 77885-99270	4/1 GAL	10					
TAPATIO, HOT SAUCE, 89202	12/32OZ	30					

Attachment D3

The Langlois Company, Imitation Maple Syrup, 180	4/1GI	38					
Tollhouse Nestle, Morsels Mini Semi Sweet, 745100/349272	1/25#	30					
WHITE CAP, PAN SPRAY ALL PURPOSE GF, 20625-WCP	6/21.5OZ	50					
Woodles, Noodles, ramen WG, 11933	48/84g	110					
Woodles, Woodles, Chicky Ramen Cup,	96	100					
Zee Zee, Hummus Cup, a5000	120/3oz	120					
, Coffee, Folgers, Classic Roast, Medium,	6/40.3 oz	40					
, Tortilla Chips, (thin),	100/2oz	200					
, Pasta, Elbow Macaroni, White (not WG),,		800 lb					
, Chocolate Chips, Mini dark chocolate,	25#	10					

END OF DOCUMENT

**Fallbrook Union Elementary School District  
RFP No. 429-25-26  
Attachment D4: Specification Market Basket  
VALUES ALIGNED ITEMS**

PRODUCT INFORMATION	PACK SIZE	TOTAL USAGE	BID PRICE - 1 Drop/ 1 Delivery Per Wk	EXTENSION	BID PRICE - 1 Drop/ 2 Deliveries Per Wk	EXTENSION	FEE FOR SERVICE
RUMIANO-GRANT, MOZZARELLA SHREDDED LMPS RFO, 125813	4/5LB	600					
RUMIANO-GRANT, CHEDDAR SHREDDED MILD RFO, 125773	4/5LB	200					
Cream Co Meats, VAP Beef, Raw, Patty, Regenerative/Grass Fed, 4 oz - California Preferred- no antibiotic or hormone, humanely raised, grass fed, regeneratively raised		2000 lb					
Cream Co Meats, Beef stew cut, 1.25" cube, California Preferred- no antibiotic or hormone, humanely raised, grass fed, regeneratively raised	5#/cryo, 20#/case	2400 lb					
Cream Co Meats, Beef, diced .25" cube, 6mm, California Preferred- no antibiotic or hormone, humanely raised, grass fed, regeneratively raised	5#/cryo, 20#/case	4500 lb					

Attachment D4

NATURES PATH, NP CHOCO CHIMP CORNBALLS,	6/24oz	200					
OMEGA 3, MEGA O'S COCO SWIRL CEREAL,	96/1.55oz	50					
Omega 3, Bar, Choco Cherry, Mini, Omega,	144	70					
Omega 3, Cereal, Omega, Coco Swirl, 66 G,	96	60					
51% WHITE WHOLE WHEAT PIZZA CRUST 16", no added dies,		13000 Ea					

END OF DOCUMENT