

# **SANTEE SCHOOL DISTRICT**

Child Nutrition Services Department  
9880 Riverwalk Drive  
Santee, CA 92071

## **INVITATION TO BID**

**Bid #1920-90-01**

### **COMMODITIES, NON-COMMODITIES & GROCERY/SNACK**

Bid Opening: 11:00 AM on APRIL 5, 2019

at the

Santee School District  
Child Nutrition Conference Room  
9880 Riverwalk Drive  
Santee, CA 92071

### **SUBMITTED BY:**

Santee School District Child Nutrition Services

Publication Dates: March 4, and March 11, 2019

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**TOTAL DOCUMENT = 53 PAGES**

**SANTEE SCHOOL DISTRICT NOTICE INVITING BIDS**  
**CHILD NUTRITION SERVICES**  
**BID # 1920-90-01**

**GROCERY, SNACK, COMMODITY AND NON-COMMODITY**

**NOTICE IS HEREBY GIVEN** that the Santee School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than 11:00 a.m., on April 5, 2019, sealed bids for the award of a contract for **Bid #1920-90-01**. Bids shall be received in the office of the:

Santee School District  
Child Nutrition Services Department Conference Room  
Located at: 9880 Riverwalk Drive  
Santee, CA 92071.

The bids shall be opened and publicly read aloud at the above stated time and place.

Each bid must conform and be responsive to the contract documents, copies of which are now on file and may be obtained by visiting the District's website at [www.santeesd.net](http://www.santeesd.net). Go to the Purchasing Department and click on Bid Opportunities.

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

No Bidder may withdraw his bid for a period of sixty (60) days after the bid opening date.

March 4, 2019  
Board of Education of the Santee School District  
Advertised: March 4th & March 11, 2019

**END OF DOCUMENT**  
**NOTICE TO BIDDERS**

## **CHECK LIST FOR BIDDERS**

### **Please check this list before submitting your bid.**

1. Have you read all 36 pages of the bid?
2. Have the following bid documents been completed, signed and returned with the bid?
  - Bid Form
  - Special Provisions
  - Non-Collusion Affidavit
  - Contractor's Certificate Regarding Workers' Compensation
  - Drug Free Workplace
  - Tobacco Free Schools
  - Equal Opportunity Statement
  - Suspension and Debarment Certification
  - Disclosure of Lobbying Activities
  - Contractor References
  - Agreement
3. Have you included a copy of your current Business License?
4. Have you included a copy of your Processed Food Registration or Health Permit along with a copy of your most recent facility inspection report?
5. Have you completed all of the Bid Sheets?
6. Have you made a copy of the completed bid package so that you can return the entire bid package to the District?
7. Have you made arrangements to bring or mail the bid so that it will arrive on or before the opening time and date of April 5, 2019 at 11:00 A.M. at the Santee School District, Child Nutrition Conference Room, located at 9880 Riverwalk Drive, Santee, CA 92071.

**END DOCUMENT  
CHECK LIST FOR BIDDERS**

## **INFORMATION FOR BIDDERS**

In this document and subsequent documents of this bid, Bid #1920-90-01 Grocery, Commodity and Non-Commodity, the District is and shall be the Santee School District and the Contractor shall be the successful Bidder.

### **1. SECURING DOCUMENTS**

Specifications and other contract document forms will be available without charge, and may be secured by prospective bidders at the Santee School District website: [www.santeesd.net](http://www.santeesd.net). Go to the Purchasing Department and click on Bid Opportunities.

### **2. PREPARATION OF BID DOCUMENTS**

Bids to receive consideration shall be made in accordance with the following instructions:

- a) Bids shall be made upon the forms therefore obtained from the District, properly executed. Bids shall be written in ink or by typewriter before submission and must be made on the item pricing pages. All items on the form must be filled out. Bids are to be verified, as they cannot be corrected after bids are opened. The signature of all persons signing shall be in longhand. The completed forms must not contain any erasures, interlineations or corrections unless each such correction is suitably authenticated with the initials of the person signing the bid. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic bids or modifications will be considered. Each bid submitted must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. The name of each person signing shall also be typed or printed below the signature.
- b) Before submitting a bid, bidders shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall ensure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge. Quote on each item separately. Bidder must indicate brand, unit price, and extension for each item per the bid form. Prices must be stated in units specified or trade standard. Insert unit price for each item on the item pricing pages. More than one-unit price inserted for any one item may result in rejection of quotation, unless alternate quotations are specifically requested.
- c) The use of the name of a manufacturer, or any special brand or make, in describing any item in the contract documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will always be given due consideration. Descriptive for each line item is inclusive of "or equal".  
However, brand names specified for commodities on the bid page have been approved by evaluation by the Nutrition Services Department. For these items only, the brands listed will be considered for award.

Samples may be required within two business days after the bid opening for items that need to be evaluated. If it is not the same portion size or specification of the sample, then that line item will be considered as a "no bid".

All items containing a bread equivalent must meet the USDA's current definition of whole grain.

- d) All items on which bids are submitted must in all cases be equal or better in quality to those manufacturers or brands specified by the District.
- e) The brand and grade of the item on which the bid is submitted should be stated in the bid form. When the make or brand and grade of the item are not stated, it will be understood to be the specific article named by the District
- f) All bid prices must be quoted FOB destination to the location specified. All costs including, but not limited to, uncontrollable costs; for example: labor cost, fuel cost, container cost, and utility cost, handling cost. Also, prices offered must include off loading and inside delivery.
- g) No bid shall include California sales or use tax, or Federal excise tax unless otherwise specified. Prices must include CRV where applicable.
- h) No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices bid.
- i) Bids shall be delivered to said Santee School District, Child Nutrition Services Department, or its representative, at its office on or before the day and hour set for the opening of bids in the NOTICE TO BIDDERS published in the Daily Journal. Bids shall be enclosed in a sealed envelope bearing the description of the bid call and the name of the bidder. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

### **3. QUANTITIES AND QUALITY OF GOODS**

The quantities indicated on the item pricing pages are Santee School District's best estimates as determined from the previous purchases and projected usages and do not obligate Santee School District to purchase the indicated quantities. The annual quantities required may be substantially more or less than indicated.

There will be no minimum order requirement for any items listed on this bid; bids requiring minimum orders will be disqualified. The District must have the right to adjust their orders.

### **4. PRODUCT EVALUATION – SAMPLES REQUIRED UPON REQUEST**

a) When requested, bidders shall submit properly marked samples of each such article on which bid is made to: Santee School District, 9880 Riverwalk Drive, Santee, California, 92071, and Attention: Cathy Abel, CNS Director. Each sample submitted must be marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state: 1) name of bidder, 2) number of bid, 3) item number, 4) name of item, 5) manufacturer brand and code number. The Child Nutrition Services Department will request samples of products that meet requirements and need to be evaluated. Bid and samples must not be sent in the same package.

**5. DEMONSTRATIONS**

If the District considers a need, bidders shall be required to arrange demonstrations of items or services bid. Failure to be able to provide such working demonstration may disqualify the bidder's bid submittal.

- a) Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will upon request, be returned at the bidder's expense.
- b) All articles awarded on contract shall be subject of inspection and rejection. All expenses incurred in conjunction with furnishing articles for inspection shall be borne by the vendor.

**6. ADDENDA OR BULLETINS**

Any addenda or bulletins issued by the Santee School District during the time of bidding or forming a part of the documents issued to the bidder for the preparation of the bid shall be covered in the bid and shall be made a part of the Contract.

**7. WITHDRAWAL OF BIDS**

Any bidder may withdraw their bid, either personally or by written request, at any time prior to the scheduled time for opening of bids. No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening thereof.

**8. OPENING OF BIDS**

Bids will be opened at the time and place scheduled in the NOTICE TO BIDDERS

**9. ACCEPTANCE OR REJECTION OF BIDS**

The Board of Education reserves the right to reject any or all bids for any or all items or to waive any irregularities in the bid or bidding. The determination of the Board as to what constitutes an irregularity shall be final and conclusive, and no advertised contract shall be awarded except with the approval of the Board of Education. Unless otherwise stipulated, bids shall remain valid and subject to acceptance, sixty (60) days after the bid opening date. In general, the Board of Education will accept the low qualifying bid or lowest combination of bids meeting District requirements.

**10. AWARD OF BID**

It is the intention of the District to award each part separately. There may be multiple awards for this bid. However, the District still reserves the right to award bids received on the basis of individual line items, groups of items, or on the entire list of items as one lot; whichever will most benefit the District. In order for bid to be awarded as one lot to any bidder, bidders must provide pricing on a minimum of 90% of the line items in each part (A, B & C) in order to be considered as a responsive and responsible bidder. The bid is separated into three parts, and each part may be awarded separately:

- o Part A: Grocery / Snack Items
- o Part B: Commodity Items
- o Part C: Non-Commodity Items

**The vendor shall complete all information requested on the bid sheets including:**

Brand Name	Product Code Number
Purchase Unit Pack	Unit Price
Extended Price (Estimated Quantity X Unit Price = Extended Price)	

**11. PROCESSED COMMODITIES**

The vendor must state the following information in the appropriate columns on the bid sheet:

1. Full commercial price of product
2. NOI (commodity value/discount)
3. FFS (add any separate fee for service that will be charged)
4. Total price that will be billed to district per case.
5. Total extended price (estimated usage x Total Commodity Price)
6. Add the total extended price for each line item and put the total for each processor in the shaded box for each.

**12. PRICE ESCALATION**

Prices are to be firm for the life of the contract. No increases will be allowed. If a vendor receives a bid award, an order is placed and the vendor is unable to meet the delivery requirements outlined in this Invitation to Bid, or is unable to hold the bid price, or fails to provide product within a reasonable period of time, AND/OR fails to provide product complying with bid specifications; the District reserves the right to go to the next lowest overall bid price in that category, re-awarding the entire category.

**13. AGREEMENT**

The form of agreement which the successful bidder, as contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement will be executed in two (2) original counterparts. The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, the Scope of Work, the Accepted Bid, the Specifications, and the Agreement; including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, transportation, and services necessary for the proper delivery of all items called for in the Contract.

**14. INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may contact the Director of the Child Nutrition Services Department, Santee School District, to request an interpretation or correction thereof. The District may require that such request be in writing, in which case the person submitting the request will be responsible for its prompt delivery.

Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by said Coordinator, and a copy of such Addendum will be mailed,



faxed or otherwise delivered to each person receiving a set of such documents. The Santee School District will not be responsible for any other explanation or interpretation of the proposed documents.

**15. EQUAL BIDS**

When bids are equal the following criteria will be considered.

- The reputation of the vendor and the vendor's goods and services.
- The quality of the vendor's goods and services.
- The vendors past relationship with the district.
- Any other relevant factor that a private business entity would consider in selecting a vendor.

**16. CONDITIONAL BID**

The District reserves the right to reject any bid which imposes conditions, or terms, on purchases which were not specified in the original bid document.

**17. ETHICS IN BIDDING**

The District expects the Bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one Bidder should not be divulged to another before the award of the contract. The District will consider any Bidder found to be engaging in such practices to be a non-responsible Bidder and may reject its bid on that ground.

**18. EQUAL EMPLOYMENT OPPORTUNITY**

In the execution of this contract, the successful Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The successful Bidder must complete the EQUAL EMPLOYMENT OPPORTUNITY STATEMENT prior to signing the Agreement.

**19. NAME OF THE COMPANY**

Bidders shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Bids must be submitted under the correct name of the company and signed by an authorized representative of the firm.

**20. PRODUCT RECALL**

In the event a supplier's product is recalled, supplier will immediately notify Cathy Abel, Director-Child Nutrition Services, (619) 258-2290. Supplier will be responsible to pickup product and provide replacement or credit as directed by the agency establishing the recall.

**21. RENEWAL OPTION:**

The Contract may be extended at one-year intervals not to exceed three years in accordance with California Education Code 39644. If the renewal option is exercised, the District will so notify the Vendor(s) prior to the expiration of the original order or contract.

**END OF DOCUMENT  
INFORMATION FOR BIDDERS**

## SCOPE OF WORK

### GROCERY/ SNACK, COMMODITY, NON COMMODITY #1920-90-01

#### 1. GENERAL

The Santee School District, Child Nutrition Services Department, (District) is soliciting bids for providing commodity products to be used in the Child Nutrition Services Program for the period **July 1, 2019 through June 30, 2020**. Upon award, the terms and conditions of this Bid or any portion thereof may, upon mutual agreement of the parties, be extended for an additional term or for additional quantities. Please read and complete all relevant portions of the bid form.

#### 2. DELIVERY LOCATIONS AND TIMES

The District reserves the right to make additions to or deletions from the specified delivery locations at any time and to revise delivery times as required. The bidder shall be required to make direct deliveries to the location(s) listed, between the hours of 9:00 am. and 12:00 p.m. Delivery days shall be determined by the District. The District shall be notified immediately of any known delivery delays. Frozen product shall be loaded on the delivery vehicle at a product temperature not to exceed 10 degrees Fahrenheit and shall be transported via refrigerated truck in such a manner that the food product shall maintain and arrive at its destination with product temperature not to exceed 25 degrees Fahrenheit. Any partially thawed product may be rejected at the delivery point.

Santee School District  
Child Nutrition Department  
9880 Riverwalk Drive  
Santee, CA 92071

The District reserves the right to make additions to or deletions from any specified delivery times as required. Upon award of the bid, suppliers shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules.

#### 3. SAFETY AND SANITATION

Child Nutrition Staff will only receive products that meet all food safety and sanitation requirements, therefore Child Nutrition Staff may at any time:

- Inspect delivery trucks for any signs of contamination.
- Check all expiration and best if used by dates.
- Use thermometers to check temperatures
- Accept product at acceptable temperatures
- Reject unacceptable items.

#### 4. LIQUIDATION DAMAGES

The district shall hold the successful bidder liable and responsible for all damages which may be sustained because of failure to comply with the conditions herein. If the successful bidder 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 District may purchase the items herein specified elsewhere, without notice to the successful bidder. Cost incurred by the District for purchasing resulting from failure to perform shall be invoiced to the successful bidder or payment may be deducted from future invoices. Prices paid by the district shall be considered the prevailing market price as at the time such.

## **5. SURCHARGES**

All prices shall be bid "FOB Destination.

The District will not pay shipping and handling charges, nor shall the District pay for any fuel surcharges. Additionally, all prices offered by bidders, must include onsite off loading and inside delivery.

## **6. MATHEMATICAL ERRORS**

Should there be any error in extension, addition, or computation, the District shall be entitled to correct such errors based on the unit prices shown, and the corrected total shall be considered as representing the intention of the bidder and be used as the basis for comparison of bid submissions.

## **7. BID NEGOTIATIONS**

A bid response to any specific item of this bid with terms such as "negotiable" "will negotiate" or similar, will be considered non responsive to the specific item.

## **8. CASES, PACKAGES AND LABELING**

Packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged containers may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for product or delivery.

All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Cases or product shall be clearly and legibly labeled with product name, code, weight, and count. All costs for containers shall be borne by the bidder.

## **9. PRODUCT SPECIFICATIONS AND COMPLIANCE**

The brands and products specified are the only brands and products known to meet the District's requirements. When product specifications state "or equal" bidders may offer other brands and products which will be subject to Santee SD's evaluation. If the bidder desires to submit a quotation on an item of equal character and quality the item must be clearly identified with the brand name and product number. Such substitution shall be accepted only if determined by the District to be equal or superior in all respects to that specified. The decision of Santee School District shall be final.

## **10. NUTRITIONAL INFORMATION**

Upon request of the District the bidder shall be required to provide a complete nutrient analysis of products. The following information will be required from the manufacturer: weight (gm), water content (gm), calories (Kcal), protein (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), cholesterol (mg), sodium (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg) and iron (mg). No food products shall contain added artificial trans fats. All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, free nuts, peanuts, wheat or soybeans.

Contractor shall notify and provide new ingredient statements and nutritional information to Child Nutrition Services whenever there is a product/ingredient change in any item provided to the district.

#### **11. BUY AMERICAN PROVISION**

Federal regulations require that to the maximum extent possible only domestic products be purchased consistent with the "Buy American" provision of the Richard B. Russell National School Lunch Act. 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. Upon request, bidders shall provide certification of the origin of food products.

#### **12. SAMPLES AND LITERATURE-- Samples Required Upon Request**

a) When requested, bidders shall submit properly marked samples of each such article on which bid is made to: Santee School District, Attention: Cathy Abel, Child Nutrition Services Director, 9880 Riverwalk Drive, Santee, CA 92071.

Each sample submitted must be marked in such manner that the marking is fixed so that the identification of the sample is assured. Such marking shall state (1) Name of bidder, (2) Number of bid, (3) Item number, (4) Name of item, (5) Brand and code number.

Bid and samples must not be sent in the same package.

Any bidder offering a brand other than those specified shall furnish specification sheets, product information and other pertinent literature upon request.

Failure to comply with sample and evaluation requirements may result in the Vendor's disqualification from contract award.

#### **13. PRODUCT QUALITY CONTROL**

The District reserves the right to discontinue service of all or any portion of this contract resulting from: (a) reasons determined to be detrimental to the health and welfare of students and school personnel, (b) failure to meet contract specifications, wholesomeness standards, and to hold the Vendor 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 Processor's plant is located or by the applicable federal standards, whichever is higher.

#### **14. SUBSTITUTIONS**

In the event the Vendor is unable to deliver an item as specified in this contract, notification of shortage must be made at least 24 hours prior to scheduled delivery, orally, by facsimile or by electronic mail, to the Child Nutrition Services Director at (619) 258-2290. An equal or better substitute product must immediately be made available to the District for approval at no additional charge to the District for product or freight. Substitution ingredient statements and nutritional information must be provided to the Child Nutrition Services Director.

#### **15. ADDITIONAL ITEMS/DELETIONS**

The District reserves the right to add other related items to the contract. The price of added items shall be negotiated, not to exceed 10% above bidder's delivered cost and shall be subject to the terms and conditions of this contract.

Some products may need to be discontinued during the period of this bid. The rationale and decision will be at the sole discretion of the Child Nutrition Services Director. Additions, deletions, or price adjustments will be allowed only upon written authorization of the Child Nutrition Services Department.

## **16. PURCHASE OUT OF CONTRACT**

The District reserves the right to purchase similar items from other sources.

## **17. ORDERING CONDITIONS.**

a) The District shall submit orders telephonically, in written form, or electronically. The District reserves the right to revise as necessary an order no later than 9:00 a.m. the morning preceding any delivery.

b) During the term of the contract, with the full cooperation of Vendor, the District may research and implement innovative approaches to streamline the ordering system.

## **18. INVOICING AND BILLING PERIOD**

The billing period shall begin on the first day of each month and shall end on the last day of each month. All invoices shall include the following information:

- Business name, address and phone number.
- Invoice number and date.
- Designated line for Santee School District signature.
- Ship to address.
- Product description.
- Product quantity for each item ordered.
- Unit and extended price for each item on order.
- Total price of order/invoice.
- Purchase order number

## **19. STATEMENTS**

Statements shall be mailed within five (5) working days after the last day of the month to facilitate payment. The District will pay within 30 days upon receiving the invoice. Please send statements to:

Santee School District  
Child Nutrition Services  
Attn: Cathy Abel, CNS Director  
9880 Riverwalk Drive  
Santee, CA 92071

## **20. CREDIT MEMOS**

Product of unacceptable quality, as determined by the District, will be returned. Credit memos shall be provided by the bidder's delivery driver at the time of delivery for all merchandise short on delivery, damaged or spoiled product necessitating a return or reorder.

## **21. ASSIGNMENT OF CONTRACT**

No assignment by the Vendor of any contract to be entered into hereunder or any part thereof, or of funds to be received there under by the Contractor, will be recognized by the District unless such assignment has had the prior approval of the District and the surety has been given due notice of such assignment in writing and has consented thereto in writing.

## **22. PREVIOUS PERFORMANCE**

Vendors are advised that the District reserves the right to reject a bid that cannot demonstrate the ability to provide the products and services required under this agreement. Vendors may be required to verify that they have been in the business called for in this Invitation to Bid for at least three (3) years.

The District intends to solicit bids from qualified Vendors, appropriately staffed, equipped, and currently established in the business of providing food and nutrition products similar to that specified in this Invitation to Bid.

Service is a factor in the determination of the award. A Vendor's past delivery and performance practices relating to any previous or existing contracts will be examined. Vendors who have demonstrated poor performance will be subject to disqualification as a responsible Vendor, disqualifying the Vendor for contract award.

Upon request of the District, the bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, experience in the type of work being required and any other required evidence of the bidder's qualifications to perform. The District may consider such evidence before making the decision to proceed with the work outlined.

## **23. EXCLUSIVITY**

The District agrees to use the designated contract supplier as an exclusive source for the various items and services as listed herein as well as for comparable substitutes and supplemental items. The only anticipated exceptions might be in time of emergency or if the awarded bidder is unable to supply the products in a timely manner to meet menu requirements. The designated supplier reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when the District would need to seek other interim product sources. Failure to deliver 100% of the awarded items on this list within 48 hours - shall be considered a default.

In case of default by the Successful Bidder, the District after due notice (oral or written) may procure the necessary supplies from other sources and hold the vendor responsible for any excess cost occasioned thereby. Continuous instances of default may result in cancellation of the contract and removal of the Bidder from the bid list for the duration of the ensuing year, at the option of District Officials.

## **24. TERMINATION OF CONTRACT**

The District, upon thirty days' written notice to Vendor, may terminate this Agreement. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this Agreement.

## **25. DEFAULT**

If the Vendor refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations in a timely manner, or if the Vendor should be

adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his sub-vendors should violate any of the provisions of this contract, the District may serve written notice upon him of its intention to terminate this contract. Such notice to contain the reasons for such intention to terminate this contract. Unless such violation(s) cease and arrangements satisfactory to the District for the correction thereof have been made within ten (10) days after the serving of such notice, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

## **26. CERTIFICATIONS AND DISCLOSURES**

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

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

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

The **Certification Regarding Lobbying** form must be completed.

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

## **27. MICHELLE MONTOYA SCHOOL SAFETY ACT (CHAPTER 588, 1997 STATUTES) COMMUNICATION WITH PUPILS**

In performing this contract, the successful Bidder as Contractor shall be required to prohibit its employees from having contact with pupils. Any employees or subcontractors hired by the successful Bidder will not be permitted to come in contact with pupils or communicate with pupils. In the event the Contractor fails to prevent its employees from having contact with pupils and injury results from failure to prohibit pupil contact or communication with pupils, the Contractor shall defend, indemnify, protect and hold harmless the District. Any subcontractors hired by the Contractor shall be subject to and shall also comply with this provision. The Contractor and subcontractor shall be jointly and severally liable for any injury that results from the subcontractors' failure to comply with this provision.

## **28. WORKERS' COMPENSATION INSURANCE**

The District does not furnish workers' compensation insurance for employees of Vendors. It is understood that Vendor's employees and agents of Vendors are not employees of the District.

The Contractor shall provide, during the life of this contract, workers' compensation insurance for all of his employees engaged in work under this contract. The Contractor shall file with the District certificates of his insurance protecting workers. Failure to furnish such evidence will result in the District declaring the Vendor to be non-responsive or non-responsible.

## 29. LIABILITY INSURANCE

The insurance required for this contract will be a minimum of:

Public Liability Insurance for injuries including accidental death to any one person in an amount not less than....	\$1,000,000.00
Subject to the same limit for each person on account of one accident, in an amount not less than...	\$1,000,000.00
Property Damage Insurance in an amount not less than...	\$1,000,000.00
Commercial Automobile Liability Insurance for owned and non owned vehicles not less than...	\$1,000,000.00

The Contractor shall furnish proof thereof in the form of a Certificate of Insurance within thirty (30) days of the effective date of this Agreement. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to the District within thirty (30) days prior to the expiration of the term of any policy required herein.

Any general liability policy provided by the Contractor hereunder shall contain an endorsement which applies its coverage to the District, members of the District's board of trustees, and the officers, agents, employees and volunteers of the District, individually and collectively, as additional insured.

Certificates and insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to the District stating the date of cancellation, reduction or adverse change respecting such insurance. The date of cancellation, reduction or adverse change may not be less than thirty (30) days after date of mailing notice."

After receiving written notice of Cancellation of Insurance, Contractor shall have ten (10) days to provide other policies of insurance similar to the canceled policies and acceptable insurance. If such replacement coverage is not provided, the District may immediately terminate the contract.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from operations under this agreement.



### **30. HOLD HARMLESS CLAUSE**

The Vendor shall hold harmless and indemnify the Santee School District and the Board of Education, its officers, agents and employees from every claim or demand that may be made by reason of:

- a) Any injury, however caused, to person or property sustained by the Vendor or by any person, firm, or corporation employed directly or indirectly by him upon or in connection with this performance under the purchase order.
- b) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Vendor or of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the purchase order.
- c) Any liability that may arise from the furnishing or use of any copyrighted or non-copyrighted composition, secret process, or patented or non-patented invention under the purchase order. The Vendor, at his own expense and risk, shall defend any legal proceeding that may be brought against the Santee School District or the Board of Education, their officers or employees, on any such claim or demand, and satisfying any judgment that may be rendered against them.

### **31. LICENSES REQUIRED OF THE VENDOR**

The Vendor and all of its employees or agents shall secure, and maintain in force, such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law. A copy of the Vendor's current business license is to be enclosed with this Bid Packet.

### **32. INSPECTION AND EVALUATION OF FACILITIES**

California Health and Safety Code Section 110460, et seq. requires that all businesses engaged in the manufacturing, packing, labeling, or holding (warehousing) of processed food products in this state to register annually with CDHS-FDB.

Certification and Registration by the CA Department of Health Services, Food and Drug Branch, is required of all vendors. A copy of the Vendor's most recent Health Permit or Processed Food Registration certificate is to be enclosed with this Bid Packet along with a copy of the most recent facility inspection report performed by the permitting agency.

The District reserves the right to inspect the facilities of the bidder prior to award of the contract. If the District determines that after such inspection that the bidder is not capable of performance within the Districts standards, their bid will not be considered. The findings and decisions of the District shall be final. A current copy of bidders Hazard Analysis Critical Control Points(HACCP) plan must be included with bid documents, or a signed certification that Bidder has a HACCAP plan in place.

### **33. FOOD DEFENSE**

Bidder's distribution facility must be registered with the Food and Drug administration and meet requirements outlined in the Public Health security and Bioterrorism Preparedness and Response Act (Public law 107-188, Section 305). For further information, visit the FDA'S official site

### **34. ATTORNEY'S FEES**

If suit is brought by either party to this Contract to enforce any of its terms, including all component parts of the contract documents, and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees and investigation expenses.

### **35. QUESTIONS**

Bidders are encouraged to contact Santee School District for pertinent questions or clarification regarding the appropriate method of completing the quotation. All questions shall be directed to Cathy Abel, Child Nutrition Director, Santee School District, 9880 Riverwalk Drive, Santee, CA 92071, (619) 258-2290.

**END OF DOCUMENT SPECIFICATIONS/SCOPE OF WORK**

**BID FORM**

TO: The Santee School District, acting by and through its Governing Board, herein called the District:

1. Pursuant to and in compliance with your Notice to Bidders and other documents relating thereto, the undersigned Bidder, having familiarized the terms of the Agreement, the Specifications, and other Contract Documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, all in strict conformity with the specifications and other Contract Documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ on file at the Child Nutrition Services Department of said District for the prices set opposite the articles listed herein.
2. It is understood that the District reserves the right to reject this bid in whole or in part; to waive informalities in the bids or bidding, and that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this bid.
3. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening of the bid, or at any time thereafter before this bid is withdrawn, the undersigned agrees that after receipt of notification of award, the contract will be executed. Contractor will provide products and services in the time specified in the Agreement of said Contract Documents.
4. Notice of acceptance or request for additional information should be addressed to the undersigned at the address stated below.
5. Total amount of our bid transferred from the last page of the bid sheets is

\$ \_\_\_\_\_ . \_\_\_\_\_ .  
\_\_\_\_\_ Dollars

I, \_\_\_\_\_, the \_\_\_\_\_ of the Bidder, hereby certify under  
Name of Signer Title  
penalty of perjury under the laws of the State of California, that all of the information submitted by  
the Bidder in connection with this bid and all of the representations made herein are true and  
correct. Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 at  
\_\_\_\_\_, \_\_\_\_\_, California.

City County  
Legal Name of Bidder \_\_\_\_\_  
Company  
By \_\_\_\_\_  
Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

**NOTE:** If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of an authorized officer or agent; if the Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his name and signature shall be placed above.

**TO BE COMPLETED BY THE SIGNER:**

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**END OF DOCUMENT  
BID FORM**

**SPECIAL PROVISIONS**

**AWARD AND ADMINISTRATION**

This contract is being awarded by the Santee School District.

**TERMS**

All terms set forth in the bid shall include but not be limited to price, delivery, applicable discounts, service and packaging.

**LENGTH OF CONTRACT:**

This bid is a one (1) year contract beginning July 1, 2019 through June 30, 2020 The District reserves the right to award this contract annually, for an additional two (2) years.

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

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

\_\_\_\_\_  
Title

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

ADD CORPORATE SEAL, IF A CORPORATION AUTHORIZED SIGNATURE OF BIDDER

**END OF DOCUMENT  
SPECIAL PROVISIONS**

**NON-COLLUSION AFFIDAVIT**

State of California )  
 ) ss.  
County of \_\_\_\_\_ )

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_, California.

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

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

\_\_\_\_\_  
Title

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

**END OF DOCUMENT  
NON-COLLUSION AFFIDAVIT**

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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

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

\_\_\_\_\_  
Title

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

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

ADD CORPORATE SEAL, IF A CORPORATION AUTHORIZED SIGNATURE OF BIDDER

**END OF DOCUMENT  
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

### CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property of service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about the following:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace.
  - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

**I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and requiring that the employee agree to abide by the terms of that statement.**

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein; or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of sections 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

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

Contractor \_\_\_\_\_

Signature \_\_\_\_\_



**PROHIBITIONS AGAINST TOBACCO PRODUCTS**  
**(To be executed by Bidder and submitted with bid)**

BOARD POLICY NO. 3513.3: Tobacco –Free Schools

The Board prohibits the use of tobacco products at any time in district-owned or leased buildings, on district property and in district vehicles. (Health and Safety Code 104420; Labor Code 6404.5; 20 USC 6083)

This prohibition applies to all employees, students and visitors at any instructional program, activity or athletic event.

Smoking or use of any tobacco-related products and disposal of any tobacco-related waste are prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. (Health and Safety Code 104495)

Policy **SANTEE 3513.3**

For purposes of the No-Smoking Policy set forth in Board Policy Number 3513.3 of the Santee School District, a copy of which is stated above and is incorporated herein by reference, contractors, subcontractors 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 3513.3 and remedies set forth herein.

---

Contractor's Signature

### **EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

"I hereby certify to the Santee School District that I (if an individual) or we (if a company or corporation) do not discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin."

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

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

\_\_\_\_\_  
Title

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

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**ADD CORPORATE SEAL, IF A CORPORATION AUTHORIZED SIGNATURE OF BIDDER**

**END DOCUMENT  
EQUAL OPPORTUNITY STATEMENT**

## CERTIFICATION AND DISCLOSURE STATEMENTS

Following is an explanation of submittal requirements of the ***Suspension and Debarment Certification Statement*** and the ***Certification Regarding Lobbying*** by School Food Authorities (SFA) and Food Service Management/Consulting Companies.

Beginning with the 1998/99 school year, instructions to comply with procurement requirements by completion of these certifications will be included in the annual renewal of School Nutrition Programs.

**The applicability of this information begins with the 1998/99 school year and is for SFAs that meet one of the following criteria:**

- The SFA's estimated annual federal child nutrition reimbursement will exceed \$100,000.
- The SFA's annual contract with a vendor exceeds \$100,000.
- The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds \$100,000.

### **Suspension and Debarment Certification**

This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed \$100,000. In these instances, the SFA must obtain a completed ***Suspension and Debarment Certification*** from either the potential vendor or existing contractor before any transactions can occur between the sponsor and the vendor or contractor (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that the vendor or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While this certification is required for all contracts in excess of \$100,000, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. **Do not submit the certification to the California Department of Education.**

### **Certification Regarding Lobbying**

SFAs that receive in excess of \$100,000 in annual federal meal reimbursement **must** annually complete and **submit** this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education, Child Nutrition and Food Distribution Division.

In addition, when SFAs put out bids for goods and services or renew/extend existing contracts that exceed the \$100,000 threshold, they are required to obtain a completed ***Certification Regarding Lobbying*** from either the potential vendors and/or existing contractors before any transactions can occur between the SFA and the vendor or contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted the CDE.

Also enclosed is the **Disclosure of Lobbying Activities** form. This is required to be completed if the potential or existing contractor, using other than federal funds, has paid or will pay for lobbying activities in connection with the school nutrition program agreement (Item 2 of the ***Certification Regarding Lobbying*** statement).

### **Applicable to Both Certification Statements**

- Federal law prohibits SFAs from circumventing the \$100,000 threshold by entering into multiple contracts; each of which do not equal or exceed \$100,000, but the aggregate amount of all the contracts will equal or exceed \$100,000.

- Vendors must submit completed certifications to the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.

### **SFAs with Food Service Management or Consulting Contracts**

SFAs utilizing food service management or consulting companies **must** include both certification statements in all Requests for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management or consulting company must annually sign and submit to the SFA both the ***Suspension and Debarment Certification*** and the ***Certification Regarding Lobbying***. If receiving more than \$100,000 in federal reimbursement, the SFA is required to sign and submit the ***Certification Regarding Lobbying*** to the CDE, CNFDD.

### **Summary**

#### ***Suspension and Debarment Certification***

1. The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000.
2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.
3. The SFA retains certification signed by contractor with executed contract and maintains it on file.

#### ***Certification Regarding Lobbying***

1. SFAs receiving in excess of \$100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.
2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds. **Retain** the certifications with bid documents.
3. The **Disclosure of Lobbying Activities** form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of ***Certification Regarding Lobbying***.)

If you have any questions regarding these requirements, please contact your School Nutrition Program analyst at (916) 323-1580 or call the toll free number (800) 952-5609.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<ul style="list-style-type: none"> <li>• 1. Type of Federal Action:</li> <li>• a. Contract</li> <li>• b. Grant</li> <li>• c. Cooperative Agreement</li> <li>• d. Loan</li> <li>• e. Loan Guarantee</li> <li>• f. Loan Insurance</li> </ul>	<ul style="list-style-type: none"> <li>2. Status of Federal Action:</li> <li>• a. Bid/offer/application</li> <li>• b. Initial award</li> <li>• c. Post-award</li> </ul>	<ul style="list-style-type: none"> <li>3. Report Type:</li> <li>a. Initial filing</li> <li>b. Material change</li> </ul> <p><b>FOR MATERIAL CHANGE ONLY:</b></p> <p>Year: _____ Quarter: _____</p>
<ul style="list-style-type: none"> <li>3. Name and Address of Reporting Entity:</li> <li>Prime                      Subawardee</li> <li>Tier _____, if known</li> </ul> <p>Congressional District, if known:</p>	<ul style="list-style-type: none"> <li>• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</li> </ul> <p>Congressional District, if known:</p>	
<ul style="list-style-type: none"> <li>• Federal Department/Agency:</li> </ul>	<ul style="list-style-type: none"> <li>• Federal Program Name/Description:</li> </ul> <p>CFDA Number, if applicable:</p>	
<ul style="list-style-type: none"> <li>• Federal Action Number, if known:</li> </ul>	<ul style="list-style-type: none"> <li>• Award Amount, if known:</li> <li>\$ _____</li> </ul>	
<ul style="list-style-type: none"> <li>• a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</li> </ul>	<ul style="list-style-type: none"> <li>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</li> </ul>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<ul style="list-style-type: none"> <li>• Amount of Payment (check all that apply):</li> <li>\$ _____ actual planned</li> </ul>	<ul style="list-style-type: none"> <li>• Type of Payment (check all that apply):</li> <li>Retainer</li> <li>One-time fee</li> <li>Commission</li> <li>Contingent fee</li> <li>Deferred</li> <li>Other; specify: _____</li> </ul>	
<ul style="list-style-type: none"> <li>• Form of Payment (check all that apply):</li> <li>Cash</li> <li>In-kind; specify:</li> <li>Nature _____</li> <li>Value _____</li> </ul>		
<ul style="list-style-type: none"> <li>• Brief description of services performed or to be performed and date(s) of service, including officer(s), e Employees(s) or member(s) contacted, for payment indicated in No. 11:</li> </ul> <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</p>		

<p><b>16. 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></p>	<p><b>Signature:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Telephone No:</b> ( _____ ) _____ <b>Date:</b> _____</p>
<p><b>Federal Use Only:</b></p>	<p><b>Authorized for local reproduction Standard Form - LLL</b></p>

**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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections 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 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 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 (No. 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 No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include 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 No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 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 No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal

15. officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
16. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
17. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, 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, D.C. 20503

**CONTRACTOR REFERENCES**

Bidder must include a minimum of three (3) references of like jobs that have been completed within the last year. Do not include Santee School District as a reference!

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

Contact Person: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

-----

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

Contact Person: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

-----

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

Contact Person: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_



## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 in the County of San Diego, State of California, by and between the Santee School District, hereinafter called the District, and \_\_\_\_\_, hereinafter called the Contractor,

**WITNESSETH** that the District and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1:** The Contractor hereby agrees to sell to the District food items that may be named later for the District to sell to its customers as detailed in:

### **Bid #1920-090-01 GROCERY/SNACK, COMMODITY, NON- COMMODITY**

and in strict compliance with the contract documents specified in Article 5 below.

#### **ARTICLE 2: TIME FOR PERFORMANCE**

(a) The term of this contract shall be from July 1, 2019 through June 30, 2020. The District maintains the right to extend this contract for up to two (2) years depending on new prices and service. Contractor shall not perform any work under this Agreement until (1) Contractor furnishes proof of insurance as required under Article of the Terms and Conditions and (2) the District gives the Contractor a written, signed and numbered purchase order which shall serve as a Notice to Proceed.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the specifications and delivery requirements stipulated herein are adequate and reasonable.

**ARTICLE 3: CONTRACT PRICE.** The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, those prices shown in the bid form for the products ordered.

**ARTICLE 4: TERMINATION AND DAMAGES** This Agreement and Contract may be terminated upon 30 days' written notice to the Contractor. Suspension of this contract may be made at any time the District perceives a health and safety problem with the production, storage or delivery of food products. Notification of suspension will be made by telephone to the person authorized to receive notices in Article 6, and written notice will be sent by overnight mail.

The District reserves the right to inspect the facilities of the Contractor at any time during the term of the bid to determine if the specifications and terms of the bid are being met. Denial of this right will result in termination of the contract.

**ARTICLE 5: COMPONENT PARTS OF THE CONTRACT.** The contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice to Bidders  
Check List for Bidders

Information for Bidders  
Bid Form  
Non-Collusion Affidavit  
Special Provisions  
Contractor's Certificate Regarding Workers' Compensation  
Equal Opportunity Statement  
Tobacco Free Schools  
Drug Free Schools  
Disclosure of Lobbying Activities  
Certification Regarding Lobbying  
Suspension and Debarment Certification  
Contractor References  
Agreement  
Scope of Work  
Bid Sheet Instructions  
Bid Sheets A, B, C Specifications

All of the above-named contract documents are intended to be complementary. Work required by or conditions stated in one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

We propose to enter into a contract to furnish and deliver the items as specified and at the prices bid, which includes all delivery charges.

Deliveries will be made to the designated locations. The merchandise will be unloaded and placed inside the building in an area designated by an authorized representative of the District.

**ARTICLE 6: ADMINISTRATION OF THE AGREEMENT AND NOTICES** This Agreement shall be administered on behalf of the parties as follows, and any notice or correspondence desired or required to be sent to a party hereunder shall be addressed and directed as follows:

FOR THE DISTRICT:           SANTEE SCHOOL DISTRICT  
  Attention: Cathy Abel  
  Child Nutrition Services Director  
  9880 Riverwalk Drive  
  Santee, CA 92071  
  Telephone: (619) 258-2290

FOR THE CONTRACTOR: Name: \_\_\_\_\_  
  Title: \_\_\_\_\_  
  Address: \_\_\_\_\_  
  Phone: \_\_\_\_\_  
  Fax: \_\_\_\_\_  
  E-mail: \_\_\_\_\_

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail, and when addressed in accordance with this paragraph, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses or persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. In emergencies, telephone notice may be given if followed by overnight written communication. Any time limits regarding notification will be based on written communication.

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

CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Printed Name of Signer

Title \_\_\_\_\_

(Corporate Seal if Corporation)

DISTRICT:

SANTEE SCHOOL DISTRICT

By \_\_\_\_\_

Karl Christensen

Assistant Superintendent, Business Services

**END OF DOCUMENT  
AGREEMENT**

## BID SHEET INSTRUCTIONS

**VENDOR:** \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETION OF BID SHEETS:

**The vendor shall complete all information requested on the bid sheets including:**

Brand Name	Product Code Number
Purchase Unit Pack	Unit Price

1. Extended Price (Estimated Quantity X Unit Price = Extended Price) The brand name or name of the processor/supplier along with the product code number must be written next to each item in the "Item # - Description - Unit Pack" column.
2. When packaging is different than the pack size specified, cross out the pack size shown and write the pack size of the product you are quoting.
3. The vendor is required to multiply the "Estimated Quantity" provided by the District by the "Unit Price" provided by the vendor and to record the extended cost in the "Extended Total" column for each line item.
4. The grand total of the extended costs must be entered on the "Total Bid" line at the bottom of the Bid Sheets.

### 10. PROCESSED COMMODITIES

The vendor must state the following information in the appropriate columns on the bid sheet:

1. Full commercial price of product
2. NOI (commodity value/discount)
3. FFS (add any separate fee for service that will be charged)
4. Total price that will be billed to district per case.
5. Total extended price (estimated usage x Total Commodity Price)
6. Add the total extended price for each line item and put the total for each processor in the shaded box for each.

Commodity balances are tracked for accountability for certain processors via K12 Food Service and Processor Link. All purchases from vendors must be reflected on their websites to show monthly drawdown of commodities.

**END OF DOCUMENT  
BID SHEET INSTRUCTIONS**

	<b><u>GROCERY/ SNACK</u></b>						
	<u>GROCERY/ SNACK</u>	MANUFACTURER	CODE	PK SIZE	USAGE	CASE PRICE	EXTENDED PRICE
1	APPLESAUCE, CUP			72/4.5oz	15		
2	BAKING POWDER			5#	10		
3	BBQ SAUCE			4/1gal	50		
4	BEANS, BLACK			6/#10	50		
5	BEANS, GARBANZO			6/#10	50		
6	BEANS, KIDNEY			6/#10	50		
7	BEANS, PINTO			6/#10	50		
8	CEREAL, RED. SUGAR, VARIOUS FLAVORS, BOWLS	GENERAL MILLS		96/1oz	280		
9	CEREAL, RED. SUGAR, VARIOUS FLAVORS, BOWLS,	KELLOGS		96ct/1oz	100		
10	CEREAL, KIX, BOWL	GENERAL MILLS		96CT	15		
11	CERAL, RICE CHEX	GENERAL MILLS		96/1oz	15		
12	CHICKEN SOUP, BASE			6/4lbs	15		
13	CHILIES, DICED GREEN			12/27oz	15		
14	CHILI POWDER			20oz	15		
15	CHILIES, JALAPENOS			6/#10	40		
16	CHIPS, DORITOS NACHO, R/F, WG			72/1oz	50		
17	CHIPS, DORITOS COOL RANCH, R/F, WG			72/1oz	50		

	<u>GROCERY/ SNACK</u>	MANUFACTURER	CODE	PK SIZE	USAGE	CASE PRICE	EXTENDED PRICE
18	CHIPS, TORTILLA, IW	LA VENCEDORA		150/1.5oz	500		
19	CHIPS, TORTILLA, IW	LA VENCEDORA		150/2oz	500		
20	CINNAMON GROUND			5lbs	10		
21	CORN MEAL			25#	10		
22	CORNNUTS, BBQ			144/1.4oz	10		
23	CORNNUTS, RANCH			144/1.4oz	10		
24	CRACKERS, BUNNY GRAHAMS	ANNIES		100/1.25oz	10		
25	CRACKERS ,WHOLE WHEAT	BACK TO BASICS	37401	100/1.6oz	215		
26	CRACKERS, EDUCATIONAL SNACKS DICK AND JANE	DICK AND JANE			10		
27	CRACKERS, BUG BITES,WG			210/1oz	20		
28	CRACKERS, CHEEZ-ITS, WG	24100-79263		175/.75oz	15		
29	CRACKERS, GOLDFISH , WG ,COLORS	PEP Farm	4788	300/0.75oz	10		
30	CRACKERS,GOLDFISH, PRETZEL	PEP FARM	14396	300/0.75oz	10		
31	CRACKERS, GOLDFISH , WG	PEP FARM		300/.75oz	10		
32	CRACKERS, GRAHAM GOLDFISH, WG	PEP FARM	15094	300/0.9oz	10		
33	CRACKERS GOLDFISH GRAHAMS BAKED HONEY BUN	PEPFARM	25083	300/1oz	10		
34	CRACKERS GOLDFISH FRENCH TOAST	PEPFARM	25082	300/1OZ	10		
35	CRISPS, CINNAMON, NATURE VALLEY			120/1.2oz	10		

	<u>GROCERY/ SNACK</u>	MANUFACTURER	CODE	PK SIZE	USAGE	CASE PRICE	EXTENDED PRICE
36	CRACKERS, SWEET CINN WAVES	WHOLE EARTH	274295	200.78oz	10		
37	CROUTON,WG	MARZETTI	85360	2.5lbs	230		
38	CORN, CANNED			6/#10	50		
39	CUMIN,GROUND			5#	2		
40	DRESSING, ITALIAN, LIGHT			4/1gal	10		
41	DRESSING, ITALIAN MIX	LAWRY'S SEAS		25#	5		
42	DRESSING, CAESAR, LIGHT	Kens		4/1gal	50		
43	DRESSING, CAESAR, CREAMY	Kens		4/1gal	50		
45	FLOUR,AP			25#	2		
46	FLOUR,WHEAT			50#	2		
47	FRTCND,PINEAPPLE,CK/TBS,			6/#10	50		
48	GARLIC,GRANULATED			6.5#	1		
49	HONEY, GOLDEN			4/1gal	10		
50	JUICE, APPLE			2/1gal	20		
51	JUICE, 100%, various flavors	SUN CUP		36ct/6.75oz	250		
52	JUICE, LEMON			1gal	5		
53	KETCHUP FANCY, 33%			6/#10	125		

	<u>GROCERY/ SNACK</u>	MANUFACTURER	CODE	PK SIZE	USAGE	CASE PRICE	EXTENDED PRICE
54	MAYONNAISE, LIGHT			1 gal	10		
55	MILK DRY, NON-FAT			25#	10		
56	MILK, SHELF STABLE, CHOC., FAT FREE			27/8oz	750		
57	MILK, SHELF STABLE, WHITE, 1%			27/8oz	150		
58	MUSTARD, PREPARED			4/1gal	5		
59	OATS			10#	125		
60	OIL, VEGETABLE			1 gallon	60		
61	OLIVES, SLICED, BLACK			6/#10	100		
62	ONION, GRANULATED			25#	1		
63	ONION, DEHYDRATED			15#	1		
64	PAN COATING SPRAY			6/17oz	3		
65	PARSLEY, DRIED			25#	1		
66	PAPRIKA,GROUND			16oz	1		
70	PASTA, PENNE			20#	10		
71	PASTA, ROTINI			20#	10		
72	PASTA, SPAGHETTI			20#	10		
73	PEPPER, GROUND			5#	3		
74	PEPPER,CAYENNE			4.5#	1		



	<u>GROCERY/ SNACK</u>	MANUFACTURER	CODE	PK SIZE	USAGE	CASE PRICE	EXTENDED PRICE
75	PICKLES, Dill Chips			4/1 gal	100		
76	POP-TARTS, WG ASSORTED, double	KELLOGS	Various flavors	2pck 12/6ct	490		
77	POP-TARTS, WG ASSORTED, single	KELLOGS	Various flavors	1pck 12/10ct	15		
78	POTATOES,DEHYD MASHED, PEARL			54oz	40		
79	PRETZEL, MINI HEARTZELS ,WG	Rold Gold	28400-15940-1	104/0.7oz	20		
80	<b>RECTANGLE TORTILLA BOWL</b>	LA TAPITIA	555002	8/25PKS	25		
81	RAISINS, SMALL BOXES			144/1.33oz	185		
82	RICE KRISPIE MINI TREAT	Kellogg's	38000-14540	600/.42oz	50		
83	SALAD DRESSING , RANCH LIGHT	Garden Banner		4/1 gal	25		
84	SALAD DRESSING ITALIAN	Garden banner		4/1 gal	10		
85	SALAD DRESSING,THOUSAND ISLAND			4/1 gal	10		
86	SALAD DRESSING RANCH LITE, CUPS			100/1.5oz	25		
87	SALSA, CND	Del Monte		6/#10	70		
88	SALT			25#	2		
89	SALT, SEASONED			25#	1		
90	SHORTENING, SOLID, TRANS FAT FREE			10/5#	5		
91	SPAGHETTI SAUCE, PREGO	PREGO		2/67oz	100		
92	SUGAR GRANULATED			25#	10		

	<u>GROCERY/ SNACK</u>	MANUFACTURER	CODE	PK SIZE	USAGE	CASE PRICE	EXTENDED PRICE
93	SUGAR,POWDERED			25#	10		
94	SUGAR,BROWN			25#	15		
95	SUNFLOWER SEEDS, HNY RSTD			150/1oz	10		
96	SYRUP, PANCAKE INDIVIDUAL, CUP			100/1.5oz	500		
97	TACO SEASONING			24oz	10		
98	TAJIN PACKETS		28805	1000ea	15		
99	THICK&EAZY FOOD THICKNER	APPLES		25lbs	2		
100	TUNA, LIGHT IN POUCH			6/43oz	40		
101	VANILLA			6/32oz	5		
102	VINEGAR DISTILLED WHITE			4/1gal	3		
103	VINEGAR ,APPLE CIDER			4/1gal	3		
104	WATER,			36/16.9oz	140		
105	NO-NUT BUTTER	BACK TO BASICS	1020	220/1oz	25		
						TOTAL EXTENDED \$	

	<b>Frozen -Non - Commodity</b>			<b>Pack Size</b>	<b>Usage</b>	<b>Case Price</b>	<b>Extended price</b>
1	BEEF, CRUMBLE	CNQ15401	Don Lee	320/2oz	15		
2	BEEF, MEATBALLS,	CNQ28053VS	Don Lee	960/.5z	25		
3	BEEF FRANK	88313-97110	NATHANS	2/5lbs	25		
4	BEEF, TACO STICK	270019	Integrated	50/4.6oz	50		
5	BREAD, CONCHA	1452	Lupita's Brand	84/2.25oz	100		
6	BURRITOS, BEAN & CHEESE, GRILLED, WG,	9737-2	True Natural	72/6.25oz	130		
7	DILLA ,QUESADILLA-TOMATILLO PEPPER	9630-2	TRUE NATURAL	72/4.6oz	100		
8	BAGEL WG MINI CINNAMON RAISIN	30353	Tony Roberts	180/1oz	50		
9	BAGEL, WG BLUEBERRY IW,	38412	Tony Roberts	72/2.24oz	50		
10	BROWNIE, WG FUDGE	82220 IW	Buena Vista	96/2oz	8		
11	CHEESE, MOZZARELLA, LOAF			8/6#	50		
12	CHEESE, AMER PRSSD SLCD		Land o lakes	6/5#	50		
13	CHEESE, AMERI SLCD RED SOD.	46268	Land O Lakes	6/5lbs/160	25		
14	CHEESE, CHEDDAR SHREDDED, MILD	#41749	Land O Lakes	4/5#	25		
15	CHEESE, COLBY/JACK CUBES,	44115	Land O Lakes	200/1oz	50		
16	CHEESE, COLBY/JACK STICKS		Land O Lakes	168/1oz	50		

	Frozen -Non - Commodity			Pack Size	Usage	Case Price	Extended price
17	CHEESE, STRING	59703	Land O Lakes	168/1oz	50		
18	MAC N' CHEESE, R/F, WG	43277	Land O lakes	6/5#	50		
19	ENCHILADAS (IW,TRAY)	CCE12LA	MICHAEL B'S	35/7oz	100		
20	CHICKEN, STRIPS (fajita)	1325	Pilgrims	30#	20		
21	CHICKEN FRANKS				20		
22	CHICKEN LEG ,BBQ TERIYAKI	8-52724-15571-5	YANGS	8/5lbs	100		
23	CHICKEN WINGS (FULLY COOKED) HONEY BBQ GLAZED	48339-10125	BIG MANNY'S	10lbs	100		
24	CHICKEN WINGS (FULLY COOKED) BUFFALO GLAZED	48339-10225	BIG MANNY'S	10lbs	100		
25	CHICKEN, SOFT TACO RED SAUCE	41468D	RUIZ FOODS	45/5.12oz	300		
26	CHURROS 5"	40011830	J&J	200ct	16		
27	CHOW MEIN NOODLES	8-52724-00301-6	YANGS	4-2.5LBS	50		
28	POWDER SUGAR BALL (Super Star)	9202	Super Bakery	160/1.3oz	400		
29	CINNAMON ROLL IW	CIN3.5	ELEMENTS	72/ 3.5oz	400		
30	CINNAMON BUN WW,	6070	Super Bakery	72/2.9oz	400		
31	CINNAMON BREAKFAST SQUARE	SB-70050	SHANNONS	72/3OZ	400		

	Frozen -Non - Commodity			Pack Size	Usage	Case Price	Extended price
32	COOKIE, WG, CHOC CHIP	79010	Buena Vista	200/1oz	300		
33	CUPCAKE HAPPY BIRTHDAY (VANILLA)	9479	SUPER BAKERY	72/1.5OZ	100		
34	CUPCAKE HAPPY BIRTHDAY (CHOCOLATE)	9478	SUPER BAKERY	72/1.5OZ	100		
35	CORN DOG, CHIX, W.G.	95150	Foster Farm	72/4oz	235		
36	DOUGH BALLS, PIZZA WHITE WHOLE WHEAT	16RSTWWW18		24/18oz	500		
37	DOUGH BALLS, PIZZA WHOLE WHEAT			20/18oz	500		
38	DUNKIN DONUT STIX, WG	7010	SUPER BAKERY	100/1.9oz	100		
39	EGGS, HARDBOILED (SUNNY FRESH)	50038	Sunny Fresh	8/18	500		
40	EGGS, GRILLED PATTIES	40710	Sunny Fresh	369/1.25oz	5		
41	FISH PATTY/SQUARES	SF03011	Neptune Foods	10lbs/44/3.6oz	78		
42	FISH , STICKS (Lime Flavored)	SF01012	Neptune Foods	10lbs	52		
43	FISH STICKS	SF01011	NEPTUNE FOODS	10LBS	50		
44	FLATBREAD WW	14010	Riches	192/2oz	15		
45	COOKIE, HOLIDAY SHAPES	72820,73820,73720,72920	Buena Vista	150/1oz	60		
46	HOT DOG, CHILI CHEESE	952000	Integrated	72/4.5oz	50		
47	FRENCH TOAST STICKS, WG,	449	Bake Crafters	2/5 lbs.	35		

	Frozen -Non - Commodity			Pack Size	Usage	Case Price	Extended price
48	GARLIC CHEESE TOAST WG, BULK	66256	Tony Roberts	60/4.3oz	100		
49	OATMEAL FROZEN	740	Tabatchnik	60/7 .0oz	20		
50	PARMESAN CHEESE, SHREDDED			5#	165		
51	PINEAPPLE FRUTI FRUIT	3167	SEPER'S	100/2.7oz	100		
52	SANDWICH, GRILLED CHEESE, WG RED	134000	Integrated	72/4.19oz	300		
53	PENNE PASTA W/ MOZZ CHEEZE	PPM45	MICHAEL B'S	35/8.56OZ	300		
54	PEANUT BUTTER & JELLY, STRAW	6961	Smuckers	72/2.6oz	300		
55	PEANUT BUTTER & JELLY, STRAW		Smuckers	72/3.5	300		
56	PEANUT BUTTER & JELLY, WT, GRAPE,	21027	Smuckers	72/5.3oz	500		
57	PEANUT BUTTER&JELLY GRAPE			72/3.5OZ	500		
58	HOT DOG, CHILI CHEESE RF LS	952000	Integrated	72/4.5oz	50		
59	ICE, VARIOUS FLAVORS		Rosati	90/4.3oz	1000		
60	MUFFIN, DOUBLE CHOC. CHIP WG	WG370	Daves	90/1.9oz	200		
61	MUFFIN,CHOCOLATE CHIP WG	WG825	Daves	60/3.15oz	25		
62	MUFFIN, DOUBLE CHOC. CHIP WG	WG845	Daves	60/3.15oz	600		

	Frozen -Non - Commodity			Pack Size	Usage	Case Price	Extended price
63	CONCHA BREAD	1452	Lupita's	84/2.25oz	150		
64	BREAKFAST CLUSTERS	WGBC272	Sky Blue	72/ 2.75oz	450		
65	NADA, CHIMICHANGA, IW	CHIMINADAQCW	BELL TASTY	60/4.5oz	100		
66	NADA, PIZZA, IW	PIZZANADA2B12W	BELL TASTY	60/4.5oz	25		
67	NADA, TACO, IW	6TT200W	BELLTASTY	60/5oz	72		
68	ONION RINGS WG	33504	TASTY BRANDS	6/5#	30		
69	PANCAKES EGGO BITES	38000-92562	EGGO	72/3.03oz	350		
70	PANCAKES,CONFETTI BITES	3800-18574	EGGO	72/3.03oz	350		
71	PEPPERONI, SLICED	105017-0269	TYSON	2/12.5lbs	40		
72	PINWHEEL -MEATBALL WG	25416	ES FOODS	96/ 5oz	300		
73	PINWHEEL PEPPERONI PIZZA WG	25414	ES FOODS	96/ 3.68	300		
74	POTATOES, TATER TOTS	OIF00215A	ORE-IDA	6/5#	200		
75	POTATOES, STICK SEASONED	MCX04717	McCain	6/5#	200		
76	POTATOES EMOTIONS		MC CAIN	6/5#	100		
77	POTATOES, WAFFLE CROSS TRAX	MCL03623	McCain	6/4.5#	200		
78	POTATOES, SPIRAL SEASONED	MCL03622	McCain	6/4#	200		

	Frozen -Non - Commodity			Pack Size	Usage	Case Price	Extended price
79	POTATOES, SMILES		MC CAIN	6/4#	200		
80	PRETZEL DOG , CHICKEN	PD446	MICHAEL B'S	60/4.46oz	10		
81	PRETZEL, PUMPKIN	3678	J&J	100/2.2 oz	16		
82	WW PENNE BEEF & SPAGHETTI SAUCE W/ SHREDDED MOZZERELLA	PPM45	MICHAEL B'S	35/ 8.56	100		
83	RAVIOLI CHEESE WG, MINI	834	TASTY BRANDS	1547/221/2.17	50		
84	RICE, FRIED, BROWN	OFC-2149	CHEFS CORNER	6/5lbs	50		
85	SHRIMP POPPERS	47039	RICH'S	5/2#	50		
86	TAMALE, CHICKEN	783	DEL REAL	48/6 oz	50		
87	TORTILLA wg 10inch	210262UG	Romeros	6/2 DOZ	50		
88	TORTILLA wg 6inch	206142UG	ROMEROS	6 inch	60		
89	TURKEY, SLICED, ROASTED,	2099	Jennie -O	12/1#	25		
90	TURKEY FRANKS 8/1	89821	ZACKEY	10#/80	75		
91	TWIN BAR, BUTTERMILK	WG1001	DAVES	72/2.65oz	100		
92	Chocolate Chip ULTIMATE BREAKFAST ROUND,UBR , IW		Riches	126/2.2oz	25		
93	ULTRA BREAD SLICE, CINNAMON BURST	6074	Super Bakery	70 3.4oz	25		



	Frozen -Non - Commodity			Pack Size	Usage	Case Price	Extended price
94	ULTRA BREAD SLICE ZUCCHINI	#6072	Super Bakery	70/3.4oz	30		
95	WAFFLES, WG, MAPLE	1556	Bake Crafters	144/1.4oz	300		
96	CHICKEN MELT POCKET (PITA) IW	70068	Any Time	4oz	100		
97	WG CINNAMON CRUMBLE	62200	BUENA VISTA	72/2.9OZ	100		
98	BREADSTICK, JALAPENO CHEESE	1618	Bake Crafter	126/3.1oz	300		
99	TEXAS TOAST, WG, GARLIC, RF,RS, BULK	1605	Bake Crafter	120/1.31oz	100		
100	BEEF TACOS (IW)	TBC35W	MICHAEL B'S	100 EA	300		
101	BEEF TAQUITO IW	BTB61W	MICHAEL B'S	100 EA	300		
102	CHICKEN TAQUITO	CTB43W	MICHAEL B'S	1002.2oz	300		
103	WAFFLES WG	068615140321	KRUSTEAZ	144/1.42oz	300		
104	VILLA PRIMA WG PRE PROOFED DOUGH	73165	SCHWANS		400		
105	WHITE WHOLE WHEAT DOUGH BALL	15081	DRAYTON FOODS		400		
106	CHICKEN & CHEESE TAQUITOS		EL MONTEREY	140 2.5 OZ	400		
107	SHREDDED BEEF CHILI COLORADO BURRITO	71686	Los Cabos	36/7.66 OZ	50		
						TOTAL EXTENDED \$	

	Frozen Processed Commodities		Manufacturer	Pack Size	Usage	Full Commercial Price	Net off Invoice	Fee For Service	Total Price Billed	Extended Price
1	BEEF, C/BURGER MINI ( 2PACK,)	QCB655	Don Lee	72/4.55oz	200					
2	BEEF, CRUMBLE	CNQ15401	Don Lee	4/10LBS	10					
3	BEEF, MEATBALLS,	CNQ28053VS	Don Lee	960/.5z	20					
4	BEEF, PATTY CHARBRLD	CNQ182403	Don Lee	200/2.4oz	50					
5	BEEF, PATTY RIB-B-Q,	CNQ512403	Don Lee	201/2.4oz	30					
6	BEEF, SAUSAGE PATTIES RED. SOD,	771203K	Don Lee	402/1.2oz	200					
7	BEEF, TACO STICK	C45019	Integrated	50/4.6oz	100					
8	CHEESE, AMERI SLCD RED SOD.	46268	Land O Lakes	6/5lbs/160	15					
9	CHEESE, CHEDDAR SHREDDED, MILD	#41749	Land O Lakes	4/5#	30					
10	CHEESE, COLBY/JACK CUBES, RF	44115	Land O Lakes	200/1oz	150					
11	CHEESE, CUP	39911	Land O Lakes	140/3oz	30					
12	CHEESE, STRING, LIGHT	59703	Land O Lakes	168/1oz	475					
13	MAC N' CHEESE, R/F, WG	43277	Land O lakes	6/5#	200					
14	CHEESE SAUCE, ITALIAN	39944	Land O lakes	6/106oz	35					
15	CHEESE, MAX STICK, BULK	77387-12722	Con Agra	192/1.95oz	200					
16	CHEESE ENCHILADAS	CCE12LA	MICHAEL B'S	35/7oz	100					
17	CHICKEN, STRIPS (fajita)	1325	Pilgrams	30#	70					

	Frozen Processed Commodities		Manufacturer	Pack Size	Usage	Full Commercial Price	Net off Invoice	Fee For Service	Total Price Billed	Extended Price
18	CHICKEN, FILLET	#7516	Pilgrams	120/4oz	125					
19	CHICKEN, FILLET HOT & SPICY	# 7517	Pilgrams	120/4oz	35					
20	CHICKEN NUGGET –GOLDEN BREADED	612100	PILGRAMS	30LB	200					
21	CHICKEN NUGGET – HOMESTYLE BREADED	615300	Pilgrams	30LBS	200					
22	CHICKEN, <b>PHD</b> NUGGET	#6116	Pilgrams	120/3.9 oz	200					
23	CHICKEN PATTY- HOMESTYLE BREADED	665400	PILGRAMS	156/3.05	40					
24	CHICKEN PATTY -GOLDEN BREADED	662100	PILGRAMS	156/3.05	40					
25	CHICKEN, <b>PHD</b> PATTY	#6616	Pilgrams	120/3.9oz	200					
26	CHICKEN PATTY BREADED HOT & SPICY	666600	PILGRAMS	30LBS	200					
27	CHICKEN, <b>PHD</b> STRIP	#6216	Pilgrams	120/3.9oz	200					
28	CHICKEN STRIP –HOMESTYLE BREADED	625300	PILGRAMS	30LB	200					
29	CHICKEN STRIP-GOLDEN BREADED	622100	PILGRAMS	30LBS	200					
30	CHICKEN, SMACKERS WG	110458	Pilgrams	1111/.43oz	200					
31	CHICKEN, ORANGE, WG	15552-4	Yangs	192/3.6 oz	600					
32	CHICKEN, TERIYAKI	15554-8	Yangs	240/2.8oz	100					
33	DRESSING, RANCH LIGHT	GB2140	Garden Banner	4/1gal	120					
34	DRESSING, CAESAR	GB2080	Garden Banner	4/1gal	50					

	Frozen Processed Commodities		Manufacturer	Pack Size	Usage	Full Commercial Price	Net off Invoice	Fee For Service	Total Price Billed	Extended Price
35	EGGS, COOKED, HARDBOILED	46025-85018	Papetti's	12/12ea	150					
36	EGGS, PATTY ROUND	46025-85017	Papetti's	300/1.25oz	10					
37	SANDWICH, GRILLED CHEESE, WG RED	C13400	Integrated	72/4.19oz	130					
38	PENNE PASTA W/ MOZZ CHEESE & SAUCE	PPM45	MICHAEL B'S	35/8.50Z	100					
39	PEANUT BUTTER & JELLY GRAPE WG GRAHAM WAFER	A1290	Advance Pierre	160/2.3oz	20					
40	PEANUT BUTTER & JELLY, STRAW	515000-6961	Smuckers	72/2.6 oz	50					
41	PEANUT BUTTER & JELLY, WT, GRAPE,	515000-21027	Smuckers	72/5.3oz	375					
42	PEANUT BUTTER & JELLY, WT STRAWBERRY	515000-21028	Smuckers	72/5.3 OZ	75					
43	HOT DOG, CHILI CHEESE RF LS	C95200	Integrated	72/4.5oz	10					
44	PEPPERONI SLICED, TURKEY	213008	JENNIE-O	8/2-2.5lb	10					
45	POTATOES, TATER TOTS	OIF00215A	ORE-IDA	6/5#	95					
46	POTATOES, STICK seasoned	MCX04717	McCain	6/5#	50					
47	POTATOES, WAFFLE CROSS TRAX	MCL03623	McCain	6/4.5#	300					
48	POTATOES, SPIRAL seasoned	MCL03622	McCain	6/4#	50					
49	POTATOES, SPIRAL	OIF01038A	Mc Cain	6/4#	50					
50	POTATOES, SMILES	OIF03456	MC CAIN	6/4#	50					
51	POTATOES EMOTIONS	1000006639	MCCAIN	6#4	50					

	Frozen Processed Commodities		Manufacturer	Pack Size	Usage	Full Commercial Price	Net off Invoice	Fee For Service	Total Price Billed	Extended Price
52	TURKEY BREAST STICKS	A534/100124	JENNIE-O	1.2oz	25					
53	TURKEY BREAST STICKS		JENNIE-O	2.4oz	25					
54	TURKEY, SLICED, ROASTED,	2099	Jennie -O	12/1#	25					
55	BEEF PATTY	CNQ262403KS	Don Lee	200/2.4 oz						
							TOTAL EXTENDED \$			