



**INSTRUCTIONS, RULES, AND FORMS
FOR PROSPECTIVE BIDDERS REGARDING**

BID NO. 17-CNS-001

FOOD AND GROCERY PRODUCTS

BID DEADLINE:

1:00 p.m. on June 2, 2017

**Rio School District
Child Nutrition Services Department
Lacey Piper, Director of Child Nutrition
2500 E. Vineyard Avenue, Suite 100
Oxnard, CA 93036
Telephone: (805) 485-3111 ext.2111
Fax: (805)981-7710**

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**RIO SCHOOL DISTRICT
NOTICE INVITING BIDS**

NOTICE IS HEREBY GIVEN that Rio School District (the “District”) acting by and through its Board of Trustees (“Board”) will receive up to, but no later than, June 2, 2017 at 1:00 p.m. (the “Bid Deadline”) sealed bids (“Bids”) for the award of contracts for:

BID #17-CNS-001 Food and Grocery Products.

1. District. The District is an elementary school district located in Ventura County, California. The District provides K-8 public education to more than 4,900 students in six elementary and two middle schools. The District’s office is located at 2500 E. Vineyard Avenue, Suite 100, Oxnard, CA 93036 (the “District Office”).

2. The Work. The work involves the sale, delivery, and unloading of various grocery and food products for all District schools, as further described in the Bid Package.

3. The Bid Package. The District has prepared a bid package, inclusive of instructions, bid forms, contracts, and related documents (the “Bid Package”). The Bid Package is available at the District’s Child Nutrition Services Department, which is located at the District Office, and on the District’s website by clicking the link for “Food and Grocery Products Bid” at <http://rioschools.org/departments/child-nutrition-services/applications/>.

4. Bid Submittals; Bid Deadline. Bids must conform and be responsive to the Bid Package. Bids must be submitted to the District Office, attention Lacey Piper, Director of Child Nutrition, on or before the Bid Deadline. Bids received after the Bid Deadline will be returned unopened. The contract will be awarded to the lowest responsive, responsible bidder based on the criteria noted in the Bid Package. No bidder may withdraw its bid for a period of sixty (60) days after the Bid Deadline. The District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, and to waive any irregularities or informalities in the bids or in the bidding.

5. Further Information. For more information, please review the Bid Package, or contact Lacey Piper, Director of Child Nutrition, at the District Office or at (805) 485-3111 ext. 2111.

Advertising dates: May 6, 2017; May 13, 2017; and May 20, 2017

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

Persons with disabilities who require alternative means of communication for program information (*e.g.*, Braille, large print, audiotope, American Sign Language, *etc.*), should contact

the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

1. Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
2. Fax: 202-690-7442
3. E-mail: program.intake@usda.gov

This institution is an equal opportunity provider.

INSTRUCTIONS TO BIDDERS

These Instructions, Rules, and Forms for Prospective Bidders (this “Bid Package”) have been prepared on behalf of Rio School District (the “District”). This Bid Package is intended to elicit sealed bids (“Bids”) from responsible and responsive bidders (“Bidders”) for the sale and delivery of food and grocery products specified in Bid No. 17-CNS-001, Food and Grocery Products (the “Work”). Please read these instructions carefully. The District shall not consider any Bid that is not submitted in accordance with this Bid Package. Capitalized terms used, but not defined, in these instructions shall have the meanings attributed to such terms in other parts of the bid package.

1. General Information about Public Contract Code (“PCC”). PCC Section 20111 requires the governing board of a school district to execute contracts involving an expenditure of more than \$88,300.00 for the purchase of equipment, materials, or supplies to the lowest, responsible and responsive bidder. (The amount is per the State Superintendent of Public Instruction’s annual adjustment as of January 1, 2017.) The school district must advertise the notice for bids at least once a week for two weeks in a local newspaper. (PCC § 20112; Gov. Code § 6066.) However, PCC Section 20118 permits districts to purchase equipment, materials, or supplies without advertising for bids pursuant to another public agency’s publicly bid contract (*i.e.*, “piggybacking” on the other public agency’s contract). The District has elected to publicly bid the Work and, subject to the winning Bidder’s agreement, permit other local school districts to piggyback on the Contract.

2. Brief Description of District. The District is an elementary school district in Ventura County (the “County”), California. The District covers approximately 15.5 square miles, including a portion of the City of Oxnard and certain unincorporated territory in the County. The District is governed by a five-member Board. Currently, the District provides K-8 public education to more than 4,900 students in six elementary and two middle schools.

3. Brief Description of Work. The Work involves the sale, delivery, and unloading of various grocery and food products as further described in the Product Quotation Sheets.

4. Bidder’s Responsibility to Review Bid Package. Before submitting a Bid, each Bidder shall carefully examine and become familiar with the terms and requirements of this entire Bid Package, including, but not limited to, the Bid Form, the Product Quotation Sheets, and the Contract. Bidders shall fully inform themselves as to all existing conditions affecting the performance of the Contract; the cost of all required work, materials, and equipment; the cost of required insurance coverages; and all other matters affecting the Bid. Bidders shall insure that unit cost and total cost is reflected in the Bid. No allowance will be made because of lack of such examination or knowledge on the part of the Bidder. Furthermore, it is the Bidder’s

responsibility to ensure that all required documents, including the Bid Form, are accurately prepared and timely submitted to the District.

5. Mandatory Use of District Forms; No Alterations to Forms. Bids must be prepared on the Bid Form and Product Quotation Sheets included in this Bid Package. Bidders shall not alter the Bid Form or other documents that comprise the Bid Package. The District reserves the right to reject any Bids that contain alternate or altered forms.

6. Forms Must Be Complete, Accurate, and Legible. Bidders must completely, accurately, and legibly provide all the information requested on the Bid Form, Product Quotation Sheets, and other required documents. Incomplete forms and documents may be rejected as non-responsive. The completed Bid Form must not include any interlineations, alterations, or erasures. In no event shall a Bidder withhold pertinent information or provide false or misleading information. If any information provided by a Bidder becomes inaccurate, false, or misleading, then the Bidder must immediately notify the District in writing and provide the accurate information to the District.

7. Identification of Bidder. Each Bid must specify the Bidder's legal name (*i.e.*, the name of the entity on file with the California Secretary of State), any fictitious business name (*i.e.*, a "doing business as" name under which the entity conducts business), full business address, business telephone number, business facsimile number, and employer identification number (*i.e.* federal taxpayer identification number).

8. Numbers. All numbers must be stated legibly and clearly in figures.

9. Product Quotation Sheets; Method of Pricing.

a. The Bidder must insert the unit price for *each item* on the Product Quotation Sheets. The insertion of more than one unit price for a single item may result in the rejection of the Bid, unless alternate bids are specifically requested.

b. Bidders shall offer one firm, fixed price for each item offered. Alternate pricing or proposals will be rejected. Bids stating "will negotiate" or "to be determined" or similarly vague language will be considered as non-responsive and will be subject to rejection of the entire Bid.

c. Each item must be considered separately and not in combination with other items, unless otherwise specified on the Product Quotation Sheet or other District forms.

d. Prices must be stated in units specified herein or in accordance with trade standards. In case of error in line item calculations, unit prices will govern.

e. All prices and quotations must be in legible ink or typewritten. Neither pencil figures nor erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto, in which event the correction must be initialed in ink by an authorized representative of Bidder. The District will not accept oral, telegraphic, or telephone quotations or modifications.

f. Errors in price computation on the Product Quotation Sheets do not relieve a Bidder from honoring the specified price. Veracity of prices submitted in this proposal is the sole responsibility of the Bidder. The price offered on the Product Quotation Sheets shall be considered as the Bidder's base price to which any subsequent price adjustments shall be made.

g. The District reserves the right to award parts of the Work to one or more Bidders. Therefore, Bidders shall indicate whether the Bid is "all or nothing."

10. Taxes. Unless otherwise specified, taxes shall not be included in the prices quoted. The District will compute the state sales and use taxes. Federal excise taxes are not applicable to school districts.

11. Discounts. Any discounts, including discounts for prompt payment, offered by Bidders must be stated clearly on the Bid Form so that the District can properly calculate the net cost of the Bid. Offers of discounts not delineated on the Bid Form will not be considered by the District. Prompt payment discounts of less than fifteen (15) days will not be considered. Cash discounts of less than 15 days are not acceptable and will be considered as net thirty (30) days. Discounts, when given, will be figured from date of receipt of accurate invoices, provided complete delivery and acceptance of the order has been made. If the delivery date is later than the date of receipt of invoice, then the billing date will coincide with the delivery and acceptance date.

12. F.O.B. Destination Pricing. Bidders must quote prices "F.O.B. Destination" to the District delivery location(s) specified on the District Fact Sheet. The District will not pay drayage, packing, or shipping and handling charges, nor shall the District pay for any fuel surcharges that are not indicated herein. Additionally, all prices offered by Bidders must include on site unloading and inside delivery of products. Only prices F.O.B. Ventura, freight included,

shall be accepted. If your Bid shows price plus freight it may be rejected as non-responsive to terms and conditions of this Bid Package.

13. Offers of Additional Items. This Bid Package does not cover all products that will be used during the school year, but does include the products that are most used. Bidders shall attach a separate list of additional products available, with firm prices for the Contract Period. Additional items offered will not be considered when calculating Bid totals.

14. Quantities. The quantities indicated on the Product Quotation Sheets are the District's best estimate, as determined from previous annual totals and projected usages, and do not obligate the District to purchase the indicated quantities. The actual quantities required may be substantially more or less than indicated herein.

15. Specifications and Acceptable Brands.

a. The use of the name of a manufacturer or any special brand or make in the Product Quotation Sheets is not intended to restrict Bidders. The Product Quotation Sheets establish the character and minimum quality of the article desired.

b. Notwithstanding the foregoing, it is expressly understood and agreed that the Bidder is quoting upon the identical item "as specified," unless the Bidder states in the space provided the brand or make offered as "equal to" the one specified.

c. In the event that the Bidder desires to provide substitute products, the goods set forth in the Bid must, in all cases, be equal in every particular to the item specified. The Bidder must clearly state the brand and product number for the substituted product, and furnish specification sheets, product information, and other pertinent literature regarding the substituted product with the Bid. The substitution shall be accepted only if determined by the District to be equal or superior in all respects to that specified. Samples shall be submitted by the Bidder and evaluated by the District in accordance with Paragraph 16, Samples and Product Evaluation.

d. If the District has not indicated a brand name for a particular item, then Bidders shall clearly state the brand and product number of the offered product, and furnish specification sheets, product information, and other pertinent literature regarding the offered product with the Bid. The offered product shall be subject to the District's evaluation. Samples shall be submitted by the Bidder and

evaluated by the District in accordance with Paragraph 16, Samples and Product Evaluation.

16. Samples and Product Evaluation.

a. Within two (2) working days of request by the District, the Bidder shall submit, at no charge to the District, a minimum of one (1) case sample for each item offered and requested for evaluation. Each sample shall be labeled with the Bid number, brand name, and product item number. Samples shall be submitted directly to: Rio School District, Child Nutrition Services, attention Lacey Piper, MS, RD, Director of Child Nutrition, 2500 E. Vineyard Avenue, Suite 100, Oxnard, California 93036.

b. Failure to comply with sample and evaluation requirements, including sample delivery timeframe, may result in the Bidder's disqualification.

c. Each item offered shall be subject to a product evaluation process conducted by a representative group within the District. If the District, in its sole discretion, determines that a brand offered by a Bidder as "equal" is not "equal" to the brand and product specified, the Bidder must furnish one of the specified brands at the same price quoted in the original Bid. For products where no brand name was specified, if the product offered is not acceptable to the District, in the District's sole discretion, then the Bidder must furnish an acceptable product at the same price quoted in the original Bid. The decision of the District regarding product evaluation shall be final.

17. Demonstrations. Bidders may be required to demonstrate any products or item(s) proposed. Such demonstration(s) shall be made within the District's geographical boundaries and at no charge to the District. The District reserves the right to reject the Bid of any Bidder failing to provide demonstrations as requested.

18. Nutritional Information.

a. Bidders are required to provide complete product information sheets (cut sheets) for all products included in the Bid, indicating pack size, weight per unit, and nutritional analysis. Bids submitted without product information sheets will be rejected as non-responsive. Product information sheets may be submitted in either hard copy or in electronic format (*e.g.*, on a flash drive submitted with the Bid).

b. To fulfil the nutrition information requirement, Bidders shall include one of the following for each product or item listed in the Bid:

i. Child Nutrition (“CN”) Label that includes (A) the CN logo; (B) the meal pattern contribution statement; (C) the product identification number assigned by Food and Nutrition Service (“FNS”); (D) the USDA/FNS authorization statement; (E) the month and year of final FNS approval (typically at the end of the authorization statement); and (F) the remaining required label features, such as product name, inspection legend, ingredient statement, signature/address line, and net weight; or

ii. Product Formulation Statement (PFS), that includes: (A) the product name, code number, and serving size; (B) type, description, and weight of the creditable ingredients; (C) if the product is a meat or meat alternative, supporting documentation that meets the USDA’s alternate protein product requirements; (D) information demonstrating how the creditable ingredients contribute toward the meal pattern requirements; (E) correct and verifiable calculations; and (F) printed name, title, and signature of an authorized manufacturer’s representative (to certify that the information on the PFS is true and correct).

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

d. The Bidder shall notify the District’s Child Nutrition Services Department whenever there is an ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the District’s Child Nutrition Services Department.

19. Bid Must Be Specific. A response to any specific item of this Bid Package with terms such as “negotiable,” “will negotiate,” or similar language, will be considered non-responsive to that specific item and may result in rejection of the Bid as non-responsive.

20. Execution of Bid Form, Agreement, and Other Forms. The Bid Form, Piggyback Clause, Non-Collusion Declaration, Contract, and any other documents requiring signature by the Bidder must be signed by an authorized representative of the Bidder. All signatures must be in long hand. Bids by corporations must be signed in the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by limited liability companies must be signed in the legal name of the company, followed by the signature and designation of the member authorized to bind the company. The name of each person signing shall be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the Bidder shall be promptly furnished. A Bidder's failure to properly sign required forms may result in rejection of the Bid.

21. Addenda. The District may issue an addendum or addenda to this Bid Package. Any addenda shall form a part of the Bid Package including, as applicable, the Contract. Bidders are solely responsible for reviewing the District's website to determine whether any addenda have been issued. Under no circumstances will the District be responsible for informing prospective Bidders about any addendum or addenda in any manner beyond posting the applicable documents on the District's website. If the District elects to email or otherwise deliver an addendum to Bidders, such action shall not be construed as an agreement by the District to email or otherwise deliver future addenda to prospective Bidders. Bidders shall acknowledge in their Bids the receipt of any addenda. In the event that the District issues an addendum less than 72 hours before the Bid Deadline, the addendum may state an extension of the Bid Deadline.

22. Submission of Bid; Bid Deadline. Bidders shall submit one original and three copies of the Bid in a sealed envelope bearing on the outside the Bidder's name, the Bidder's address, and the Bid name and number. All Bids are due to Rio School District, Child Nutrition Services, attention Lacey Piper, MS, RD, Director of Child Nutrition, 2500 E. Vineyard Avenue, Suite 100, Oxnard, California 93036 on or before **1:00 p.m. on June 2, 2017** (the "Bid Deadline"). Bids may be hand delivered, delivered by courier, or mailed. Fax and email submissions will not be accepted. Bidders are solely responsible for timely delivery and receipt of Bids.

23. Modification of Bid. Prior to the Bid Deadline, a Bidder may modify a Bid that has already been submitted by (a) submitting the modified Bid to the District before the Bid Deadline, and (b) simultaneously providing the District with written notice that the modified Bid supersedes the prior Bid. Any modified Bid must fully comply with this Bid Package. The District will reject as non-responsive any modified Bid that is incomplete, not timely received, or

otherwise fails to comply with this Bid Package. A Bidder that submits a modified Bid shall only have appeal rights with respect to the modified Bid.

24. Withdrawal of Bids. A Bidder may withdraw its Bid prior to the Bid Deadline by written request to Rio School District, Child Nutrition Services, attention Lacey Piper, MS, RD, Director of Child Nutrition, 2500 E. Vineyard Avenue, Suite 100, Oxnard, California 93036. After the Bid Deadline, no Bids may be withdrawn for a period of sixty (60) days.

25. Bidders Interested in More Than One Bid. No person, firm, or business shall be allowed to make, or file, or be interested in more than one Bid for the same work or products. A person, firm, or business that has submitted a sub-proposal to a Bidder, or who has quoted prices of materials to another Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime Bid.

26. Evidence of Responsibility. As further explained below in Paragraph 27, the District will assess the Questionnaire, references, and related information to determine whether the Bidder is responsive to the Bid Package and a responsible Bidder.

a. Questionnaire. Each Bidder shall complete the Questionnaire included in this Bid Package. The Questionnaire provides the District with information regarding the Bidder's qualifications and competency to perform under the proposed Contract. Furthermore, upon the request of the District, a Bidder shall submit promptly to the District satisfactory evidence showing the Bidder's financial resources. Failure to complete the Questionnaire or provide any requested supplemental information will result in rejection of the Bid as non-responsive.

b. References. Each Bidder shall provide three references using the Reference Form included in this Bid Package. The references must be the Bidder's clients/customers for whom the Bidder delivered products to multiple locations within the last five years. At least two of the three references must be California school districts. Each Bidder shall complete the Reference Form using current information (*e.g.*, current address, phone number, and email of client's contact person).

27. Bid Evaluation and Selection Criteria.

a. Overview. If the District awards the Contract, the District will award the Contract to the lowest responsive and responsible Bidder. To do so, the District will determine (i) whether the Bids are responsive, (ii) whether the

Bidders are responsible, and (iii) which Bids are lowest in price. As explained below, the District will only consider timely Bids.

b. Review of Bid for Timeliness. The District will review each Bid for timeliness. All Bids received after the Bid Deadline will be returned to the Bidder unopened. Bidders are encouraged to deliver their Bids to the District well in advance of the Bid Deadline, and to otherwise factor in contingencies (such as traffic, difficulty in finding parking, mistakes made by mail delivery companies and couriers, *etc.*) when arranging for delivery of Bids. The District shall in no manner whatsoever be responsible for the timeliness of Bids. The District's determination of timeliness shall be conclusive, and the District will not consider arguments that the District's method of calculating timeliness is erroneous or flawed.

c. Review of Bid for Responsiveness. The District will review each Bid for responsiveness and will reject any Bids that are incomplete or otherwise do not comply with this Bid Package. The District will reject as non-responsive any Bid that uses revised or alternative forms (*e.g.*, modified or alternative Bid Forms or Non-Collusion Affidavits), incomplete forms (*e.g.*, incomplete Product Quotation Sheets or Questionnaires), or unsigned documents (*e.g.*, unsigned Contract or certifications). The District will also reject as non-responsive any Bid that otherwise fails to comply with this Bid Package. As a paramount matter, Bids will be evaluated on the basis of the quality of items offered. (*See* Paragraphs 15 and 16.) The District will be the sole judge of quality. The District reserves the right to reject any Bid that includes items of lesser or inferior quality than the items requested.

d. Review of Bids for Responsibility. The District will carefully evaluate the responsibility of the Bidder. To be responsible, the Bidder must demonstrate trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the Contract. (PCC § 1103.) To evaluate the Bidders' responsibility, the District will do the following:

i. Evaluate the Bidder's Questionnaire. When evaluating the Questionnaire, the District will review the following categories:

- Experience and References

The District desires to engage a Bidder with the experience necessary to realize the food service objectives of the

District. This component will be evaluated based on the Bidder's demonstrated experience in and/or with: providing past and existing services to the District; the anticipated capacity to provide timely and adequate services to the District; and reported and/or demonstrated provision of services by the District to other school districts and entities.

The District will also weigh evaluations of the Bidder's prior or current work with other school districts, community college districts, and other third parties, as conveyed by the Bidder's references.

- **USDA Food Management**

The District desires to work with a Bidder that has extensive knowledge of USDA food management. The District expects the winning Bidder to use a system that is both live and accurate; it is expected that this information can be accessed at any time upon request from the District. When entitlement is within 20% of use, the District expects to be notified on what products can be purchased in place of USDA foods.

- **Key Personnel**

The District desires that the personnel assigned by the Bidder under the Contract be adequate in number and proficiency. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role.

- **Dispute History**

The District will review the Bidder's dispute and litigation history as set forth in the Questionnaire, and reserves the right to confirm the Bidder's dispute and litigation history through public records and other sources, including Bidder's references.

ii. Evaluate the Bidder's Financials. If the District requested evidence of the Bidder's financial resources, then this information shall be evaluated to determine the Bidder's financial stability and to confirm the Bidder's financial capacity to perform the Contract.

iii. Note Regarding Past Performance. The District reserves the right to reject for non-responsibility the Bid of any Bidder that has previously failed to perform properly or to complete on time contracts similar to the Contract contemplated hereunder.

e. Review of Bids for Lowest Price. The District will evaluate the Bids to determine the lowest price. Bidders must bid firm prices. As noted above, the District will reject any Bid that states "negotiable" or similar language. Notwithstanding the foregoing, the District will consider any discounts, including prompt payment discounts, offered by Bidders. If a Bidder has offered any prompt payment discount, then the District will subtract those payment discount terms (over 15 days only) to arrive at the Bidder's net pricing offer. Price will be computed by multiplying each line item quantity by the unit price offered to achieve an extended total price for each line item. All line item extended totals will be summed to determine the overall total. The District will review additional factors related to price, such as fixed fee charge per case, F.O.B. pricing, and other pricing requirements set forth in the Bid Package.

28. Award of Contract.

a. The District intends to award the Contract(s) to the lowest responsive and responsible Bidder(s) in each lot or product group **on or before June 6, 2017**. For avoidance of doubt, the District will not only consider price, but will also consider the quality of the items offered, whether the Bidders received acceptable ratings on all other evaluation factors, and whether the Bidders met all the terms, conditions, and specifications set forth in the Bid Package. Bids will be scored as follows:

- Experience and References (30 points)
- USDA Food Management (20 points)
- Key Personnel (10 points)
- Dispute History (10 points)
- Price (30 points)

Each Bid can receive up to a maximum of 100 points.

b. The District reserves the right, in its absolute discretion, to accept Bids, or any part of any Bid, and to make an award of Contract(s) in the best interests of the District.

c. The award of the Contract(s) is subject to the Board's approval. Subsequent to the Board's approval, the District will provide the winning Bidder(s) written notice of the award and a fully executed Contract.

29. Appeals.

a. A Bidder shall have not a right to appeal the District's decision if the District determined that the Bid was received after the Bid Deadline, the Bidder withdrew its Bid, or the Bidder submitted alternative documents (*i.e.*, forms other than the forms provided by the District), or the Bidder submitted altered documents (*i.e.*, the Bidder changed the forms provided by the District, such as by deleting portions of the District's forms).

b. A Bidder shall have a right to appeal if the Bid was timely received, and the Bidder claims that it should have been awarded the Contract because it was the lowest responsive, responsible Bidder. As stated above, the District, in its sole discretion, shall determine the quality of products offered by Bidders.

c. If a Bidder has a right to appeal, then the Bidder must submit the appeal in accordance with these instructions. The appeal must (i) be in writing on 8½-inch by 11-inch paper; (ii) clearly state in a cover letter or similar document at the beginning of the appeal, the Bidder's name and mailing address, and the name, title, phone number, and email address of Bidder's authorized representative; (iii) clearly indicate the number and title of this Bid Package; (iv) specify in reasonable detail any alleged errors by the District that constitute the basis of the appeal, and any facts in support of the appeal; (v) state whether the Bidder requests a hearing; (vi) be signed by an authorized representative of Bidder; and (vii) be delivered to Rio School District, Child Nutrition Services, attention Lacey Piper, MS, RD, Director of Child Nutrition, 2500 E. Vineyard Avenue, Suite #100, Oxnard, California 93036 no later than five days after the anticipated bid award announcement. Because the bid award announcement is anticipated to be June 6, 2017, the appeals deadline is anticipated to be **1:00 p.m. on June 12, 2017** (the "Appeals Deadline"). The Bidder is solely responsible for compliance with these instructions.

d. The District will review all appeals submitted before the Appeals Deadline by Bidders with a right of appeal. The District will not review any late Appeals. If a Bidder requests a hearing in its appeal, then the District will schedule a hearing at a specified time, date, and location within the District. The Bidder may request certain times and dates for a hearing, but the District reserves the right to unilaterally schedule the hearing based upon multiple factors, including, but not limited to, the number and complexity of appeals received, the availability of space for hearings, the District's other obligations, and other relevant factors. Therefore, Bidders are encouraged to ensure that multiple authorized representatives are familiar with the Bid and the appeal, and otherwise able to participate in any hearing. In the event that a Bidder cannot appear at a hearing, the District will make its decision solely based upon the written appeal. Any appeal hearings will be informal, but Bidders are advised that the parties shall conduct themselves in a professional, courteous, and respectful manner. The District may establish reasonable time limits and other reasonable rules for appeals.

e. The District will provide the Bidder a written notice of the District's decision regarding an appeal. Please note that the filing of an appeal and the receipt of a notice of appeal decision are prerequisites to the filing of a claim against the District regarding this Bid Package.

30. Acceptance or Rejection of Bids. The District reserves the right to reject any and all Bids or any portion or combination thereof, to abandon the Work entirely, advertise for new Bids, and to waive any informality or non-substantive irregularity in the bidding process. The District provides no representation, warranty, or guarantee that the Work will proceed as planned. Bidders shall not rely upon the District's expectation to initiate the Work contemplated hereunder or the District's projected timeline for execution of the Contract. The District shall bear no liability to Bidders for costs in preparing Bids, appeals, or any other matter in the event that the District elects not to proceed with the Work or execute a Contract.

31. Ongoing Duty to Provide Accurate, Complete Information. Bid must contain accurate, complete information. In no event shall a Bidder withhold pertinent information or provide false or misleading information. If any information provided by a Bidder becomes inaccurate, false, or misleading, then the Bidder must promptly notify the District in writing and provide the accurate information to the District. The District reserves the right to verify any and all information provided by the Bidders. By submitting a Bid, each Bidder consents to the District's potential verification of information provided in the Bid, and to the District's interview of any listed references. The District reserves the right to seek additional information from a Bidder at any time. For example, if the District reasonably determines that information in the

Bidder's Bid may be false, inaccurate or misleading, then the District shall have the right to take whatever steps are necessary to rectify the situation, including, but not limited to, the following: (a) request supplemental documentation from the Bidder or other relevant parties to ascertain whether the Bid included false, inaccurate or misleading information; and (b) if material information in the Bid was false, inaccurate or misleading, then, as applicable, reject the Bid or terminate any agreement with the Bidder for cause, and recover any losses incurred by the District due to the false, inaccurate or misleading information. Furthermore, as stated hereinabove, the District's determination that a prospective bidder is prequalified shall not be in lieu of the prospective bidder's compliance with any bid documents for the Project.

32. No Improper Influence. Bidders shall not in any way attempt to influence any member of the Board or any District employee or consultant. The District reserves the right to reject the Bid of any Bidder that violates this provision or appears to violate this provision, and, at any time, to seek any other remedy available at law or in equity for violation of this provision.

33. Public Records Act. Once submitted, Bids become the District's property. The California Public Records Act (Government Code Sections 6250, *et seq.*) provides the public with the right to access governmental records. Upon request, the governmental agency must allow a member of the public to inspect public records or provide copies of the records to the public, unless there is a legal reason for withholding or redacting the documents. However, competitive bids are typically protected from disclosure until negotiations with the winning bidder(s) are complete. Therefore, the Bids will be subject to disclosure on or about the time that the final Contract is presented to the Board for approval.

34. Interpretation of Bid Package. If any Bidder is in doubt as to the true meaning of any part of the Bid Package, or finds discrepancies in or omissions in the Bid Package, then the Bidder may submit a written request for an interpretation or correction to Rio School District, Child Nutrition Services, attention Lacey Piper, MS, RD, Director of Child Nutrition, 2500 E. Vineyard Avenue, Suite 100, Oxnard, California 93036. Any interpretation or correction of the Bid Package will be made only by an addendum duly issued by the District.

35. Requests for Information. Any questions relative to the bid should be directed to the Director of Child Nutrition Services, Lacey Piper (805)485-3111 ext. 2111, 2500 E. Vineyard Avenue, Suite #100, Oxnard, California 93036.

END OF INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS
BID # 17-CNS-001 – FOOD AND GROCERY PRODUCTS

These general conditions (these “General Conditions”) apply to the above -referenced Bid Package, and are an integral part of the Contract Documents. Bidders are advised to carefully review these General Conditions prior to submitting their Bids. All references in these General Conditions to the “Vendor” pertain to the Bidder(s) awarded the Contract. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Contract Documents.

1. District’s Inspection. All materials, supplies, products, and items to be provided to District by Vendor pursuant to this Contract shall be subject to the District’s inspection; provided, however, that the District’s inspection of the materials, supplies, products, and items shall not relieve Vendor from its obligation to perform under this Contract.

2. Specification Variance. All materials, supplies, and equipment furnished must be in conformity with the specifications and will be subject to inspection and approval of the District.

3. Defective Materials, Supplies, Products, and Items. The District may reject any defective materials, supplies, products, and items provided by Vendor. In no event shall the District’s prior acceptance of such materials, supplies, products, or items bar the District’s ability to reject such materials, supplies, products, or items. Vendor shall promptly remedy any defective materials, supplies, products, and items in a manner satisfactory to the District. The Parties expressly agree that Vendor’s remedy shall include, but not be limited to, (a) promptly removing any and all rejected items from the District’s property at no additional cost to the District, and (b) promptly replacing the rejected items with substitutions that are reasonably satisfactory to the District at no additional cost to the District. The District may withhold a sufficient amount or amounts of any payment otherwise due to Vendor, as in District’s judgment may be necessary to cover defective items not remedied.

4. Responsibility for Supplies and Materials. The Vendor shall be responsible for all items to be provided until the items are delivered at the designated delivery point, regardless of the point of inspection. After delivery to the District at the designated point and prior to acceptance by the District or rejection and giving notice thereof by the District, the District shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the District acting within the scope of their employment. The Vendor shall bear all risks as to rejected supplies after notice of rejection, except that the District shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction, or damage results from

the gross negligence of officers, agents, or employees of the District acting within the scope of their employment.

5. Product Quality Control. The District reserves the right to discontinue service of all or any portion of any Contract resulting from this Bid for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet Contract specifications or wholesomeness standards, and to hold the Vendor in default. All products received under the 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 are higher. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, protection, handling, processing, and labeling.

6. Packaging. Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight. All packaging materials shall be Food and Drug Administration ("FDA") approved and shall meet all pertinent state and federal regulations for safe use with foods and grocery products. Packaging materials shall impart no odor, flavor, or color to the foods and grocery product.

7. Container Costs. All costs for containers shall be borne by the Vendor.

8. Temperature Control and Monitoring. Vendor shall maintain product temperatures in accordance with state and local requirements, at all times up to the time of delivery, whether in storage or in transit. Upon the District's request, Vendor shall promptly produce verifiable evidence of Vendor's temperature monitoring procedures and practices as applicable to the products delivered to the District.

9. Labeling and Dating. All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the FDA. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans. Vendor shall notify the District's Child Nutrition Services Department whenever there is a product or ingredient change in any product provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the District's Child Nutrition Services Department. Failure to provide notification to the District's Child Nutrition Services Department regarding product label changes may result in termination of the Contract. Cases of product shall be clearly and legibly labeled with product name, code, and weight. All items are required to carry legible, open code dating on each package, carton, pouch, box, or case, as applicable. If code is encrypted, the District may request that the Vendor provide decoding information from the

manufacturer, and in the event that such decoding information is unavailable, the District reserves the right to reject the relevant product. Code dates will be monitored and products with less than one (1) week expiration date will not be accepted, in which event the Vendor shall credit the District for the rejected product(s) and remedy the default to the District's satisfaction.

10. Order Size. There shall be no minimum order requirements for deliveries.

11. Ordering Conditions. The Vendor shall be required to provide to District access to and use of an online ordering system. The online system shall allow placement of orders two (2) days prior to the delivery date. The online ordering system shall clearly indicate if any items being ordered will be placed on backorder or canceled due to lack of available stock from the Vendor. Orders placed by 2:00 p.m. shall be delivered within the first hour of the delivery window or receiving hours of the District warehouse and each relevant school site on the second day after the order is placed.

12. Delivery Instructions. The time and manner of delivery are essential factors in proper performance under the Contract. Promptness of delivery may be a factor in awarding the Contract. All items shall be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by a packing slip which bears the relevant District purchase order number. The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the Contract, and revise delivery times as required. A list of delivery locations and times is included in the District Fact Sheet. The Vendor shall be required to make weekly deliveries to the locations specified in the District Fact Sheet within the hours specified on the District Fact Sheet, inclusive of any amendments thereto. Vendor must be able to guarantee second-day delivery to all school sites listed in the District Fact Sheet. Second day is defined as delivering to a school site within the first hour of the delivery hours on the District Fact Sheet, for all orders placed by 2:00 p.m. two (2) days prior. Vendor must state their delivery time after receipt of order (delivery time ARO) on the Bid Form. For emergency orders, the Vendor will be required to make direct deliveries to the various cafeterias or other locations as requested by the District Child Nutrition Services Department. There is no minimum order requirement for emergency orders. The Vendor's delivery driver shall check in with the cafeteria manager, warehouse supervisor, or other designated representative upon arrival at the kitchen site or warehouse prior to unloading product into the kitchen or warehouse. District staff members shall not be required to enter Vendor's vehicles to verify any issues related to the delivery.

13. New Conditions by the Vendor. The District reserves the right to reject any conditions or terms on purchases requested by the Vendor if those conditions or terms were not specified in the Vendor's Bid. No change shall be made in any specification of any item under the Contract unless the Vendor first submits a written statement setting forth the change,

including its character and nature, the amount, and the expense, to the District and the District provides prior written consent to the change.

14. Additional or Modified Specifications by the District. The District reserves the unconditional right to add other items to the Contract. In the event that the District requests any alterations, deviations, or additions to the Contract Documents, the cost will be added to or deducted from the amount of the Contract Price by a fair and reasonable valuation. The estimated cost of a proposed change shall be established by unit prices agreed upon in advance by the Parties.

15. Purchases Out of Contract. The District reserves the right to purchase similar items from other sources.

16. Product Substitutions, Product Changes, and Discontinued Items.

a. Substitutions. Product substitutions shall not be permitted, unless the District has provided prior written authorization of the change. The District reserves the right to reject any substituted items which did not receive the District's prior written approval, even if the substitution is discovered after delivery. The District shall not be liable for any payments or costs related to substituted products delivered to the District without the District's prior written approval, including, but not limited to, the costs of removing any rejected substitute items from the District's property. In the event that Vendor requests a substitution, the Vendor must offer an equal or superior item to the District. The Vendor shall promptly provide nutritional statements and ingredient listings of the replacement product to the District's Child Nutrition Services Department. The District may request samples and demonstrations of the potential substitute products, which samples and demonstrations shall be promptly made available to the District at no additional cost to the District. The District reserves the right to accept or reject any proposed substituted item in the District's sole discretion. If the District approves the substituted products, the products shall be delivered to the District at no additional cost to the District.

b. Substitutions Due to Shortages. The rules set forth above in Section 13(a) apply even where a substitution is unavoidable due to market conditions (*e.g.*, a product shortage). In addition to the above rules, in the event Vendor is unable to deliver an item as specified in the Contract due to a product shortage, the Vendor must notify the District's Child Nutrition Services Department of the shortage by telephone or electronic mail at least twenty-four (24) hours prior to scheduled delivery.

c. Product Changes. Vendor shall immediately notify Child Nutrition Services if Vendor become aware of any product changes or reformulation. When product changes do occur, Vendor shall provide nutritional statements and ingredient listings of these products to the District's Child Nutrition Services Department. If Vendor fails promptly notify the Child Nutrition Services Department of any product changes or reformulation of which the Vendor is aware of, the District may terminate the Contract and pursue any remedies available under the Contract or applicable law for Vendor's default.

d. Discontinued Items. In the event an item awarded under the Contract is discontinued, Vendor is required to notify the Child Nutrition Services Department immediately. Contract items that are discontinued by their manufacturer during the term of the Contract may be substituted with a same or similar item only if it equals or exceeds the specifications of the original item. Written documentation from the manufacturer of product discontinuation shall be submitted directly to the District's Child Nutrition Services Department. The Vendor may not discontinue any items from inventory which are not discontinued by the applicable manufacturer, without receiving prior written approval of the District's Child Nutrition Services Department.

e. Reservation of Rights. The District reserves the right to seek products unavailable due to shortage, items that have been changed, and discontinued items from third parties.

17. Invoicing and Billing Period. Unless otherwise specified, Vendor shall render invoices in triplicate for materials delivered under the Contract. Invoices shall be submitted immediately upon delivery of items to the District. All invoices shall include the following information: (a) District purchase order number; (b) Vendor's name, address, and telephone number; (c) Vendor's invoice number and date; (d) designated line for signature by an authorized District representative; (e) delivery address; (f) date of delivery; (g) product description for each item ordered and delivered; (h) manufacturer's product code (MPC) for each item ordered; (i) product quantity for each item ordered and delivered; (j) unit and extended price for each item ordered and delivered; (k) any taxes or fees listed separately; and (l) total price of order/invoice. Any cash discount shall be applied to payment for the entire billing period. Terms of net fifteen (15) days or more will be considered. Upon request, Vendor shall furnish the District with a recap of delivered items.

18. Payment. District shall pay Vendor the full amount of each invoice within thirty (30) days of receipt. Notwithstanding the foregoing, in the event that the District in good faith disputes any fees or costs set forth in Vendor's invoice, District shall, on or before the applicable

due date, timely pay the undisputed amount, notify the Vendor in writing of the dispute, and provide the Vendor with reasonable detail of the nature of, reasons for, and amount of the dispute. Vendor shall review the amounts in dispute and reasons therefor within thirty (30) days after receipt and (a) if Vendor determines that District was billed in error, credit that amount on the next invoice, or (b) if Vendor determines that the amount was billed correctly, District will pay the disputed amount by the due date set forth in the next invoice, unless District elects to exercise its dispute resolution rights under the Contract Documents. Nothing in this Section 17 shall prevent the District and Vendor from informally resolving any disputes related to invoices. In the unlikely event that any undisputed amount due to the Vendor is past due, Vendor may charge the District a reasonable one time late charge, provided that such large charge does not exceed five percent (5%).

19. Price Adjustments. Vendor may request a reasonable annual price adjustment. The District operates on a fiscal year of July 1 to June 30. Therefore, any price adjustment shall correspond with the fiscal year. Vendor must submit a written price adjustment request to the District's Child Nutrition Services Department no later than May 15 of a particular year in order to have the price adjustment take effect July 1 of that same year. For example, in order for a price adjustment to become effective July 1, 2019, the request must be submitted to the District no later than May 15, 2019. Price increases shall only be permitted due to severe industry or market conditions. Vendor must submit written documentation of the need for the price adjustment. The District shall review the request and related documentation, and determine, in its sole discretion, whether the request is substantiated, and if so, the amount of the increase. Any decrease in prices of the items listed in the Contract Documents shall result in a corresponding decrease in prices to the District for the balance of the Contract, or for as long as the lower prices are in effect.

20. USDA Food Management. The Vendor shall utilize a verifiable USDA food tracking system, and maintain sufficient records of such tracking for all items ordered by the District and delivered to District school sites.

21. Education Code Section 45125.1. If an entity has a contract with a school district to provide schoolsite food-related services, then Education Code Section 45125.1 requires all employees of that entity who might have any contact with pupils to submit or have submitted their fingerprints to the Department of Justice for the purpose of a background check. The requirement is not applicable where the District determines the entity's employees will have limited contact with pupils based upon the totality of the circumstances. The District reserves the right to determine on a case by case basis whether Vendor shall be required to comply with the requirements of Education Code Section 45125.1. With limited exceptions, an entity required to comply with Education Code Section 45125.1 shall not permit an employee to come

in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1.

22. Performance Guarantee. The District, in its sole discretion, may require the Vendor provide a performance guarantee. If the Director of the District's Child Nutrition Services Department elects to require a performance guarantee, then the Vendor shall promptly provide such guarantee in a form satisfactory to the District. The District's preferred form of a performance guarantee is a continuous performance bond in the amount of 100% of the contract price for the applicable contract year, executed by an admitted surety in the State of California. Failure to timely provide the performance guarantee, if requested, may result in rejection of the Bid or termination of the Contract, as applicable.

23. Insurance.

a. Insurance Types and Limits. At Vendor's sole cost and expense, Vendor shall maintain during the entire term of the Contract insurance coverage at least as broad as the following:

i. comprehensive commercial general liability insurance on an occurrence basis, including products, property damage, bodily injury, personal injury, death, and the Vendor's contractual liability, with no limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate;

ii. automobile liability insurance covering all owned, hired, or rented vehicles operated in connection with the Contract with limits no less than \$2,000,000 for property damage, bodily injury, personal injury, death;

iii. worker's compensation insurance in accordance with the Labor Code in amounts sufficient to cover Vendor's employees, provided however that the limits of such worker's compensation insurance shall not be less than \$1,000,000 per employee and \$1,000,000 per occurrence; and

iv. to the extent, if any, not already addressed by the foregoing coverages, loss of income and extra expense insurance in amounts that will reimburse Vendor for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent vendors in Vendor's business.

b. Insurance Not Limitation of Vendor's Liability. The limits of insurance set forth in these General Conditions shall not limit the liability of Vendor nor relieve Vendor of any obligation under the Contract Documents.

c. Vendor's Insurer. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII, (unless otherwise acceptable to the District).

d. Additional Insurance Requirements. Each insurance required to be carried by Vendor shall: (i) name the District as an additional insured; (ii) be primary insurance that provides that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage of the District; (iii) be in a form satisfactory to the District; (iv) be carried with companies duly licenses and admitted to transact insurance business in the State of California, and otherwise reasonably acceptable to the District; (v) provide that the policy shall not be subject to cancellation, lapse, or change, except after at least thirty (30) days' prior written notice to the District; (vi) not have a deductible in excess of any amount reasonably approved by the District; (vii) contain a cross liability endorsement; and (viii) contain a severability clause.

e. Waiver of Subrogation. All insurance coverage maintained under the Contract Documents shall be endorsed to waive subrogation against the District or shall specifically permit Vendor to waive its right of recovery from the District.

f. Insurance Precondition to Award of Contract. As a precondition to award of the Contract, Vendor shall provide the District with evidence of the required insurance, with at least the minimum limits set forth herein, and containing the required endorsements. The endorsement shall be on ISO Form CG 20 26 07 or equivalent.

g. Failure to Obtain or Maintain Required Insurance. Vendor's failure to furnish or maintain the insurance required under the Contract Documents shall be considered a material default by the Vendor. District shall have the right to request confirmation of Vendor's insurance at any time during the term of the Contract Documents. In the event that Vendor fails to provide proof of or fails to maintain the required insurance, or otherwise fails to comply with the insurance requirements set forth herein, the District shall have the right, as applicable, to reject Vendor's Bid or terminate the Contract for cause.

h. Assumption of Risk. The District makes no representation that the limits or forms of insurance coverage specified herein are adequate to cover Vendor's property, business operations, or obligations under the Contract Documents. Vendor shall confer with its own insurance broker regarding Vendor's risk under the Contract Documents, and, if so advised by such broker, obtain additional insurance and/or insurance with higher limits.

i. District Not Required to Name Vendor as Additional Insured. Under no circumstances shall District be required to name Vendor as an additional insured under the District's insurance or self-insurance coverage memorandum, as applicable.

24. Indemnity. To the maximum extent permitted by law, Vendor shall at Vendor's sole cost and expense indemnify, defend, and hold harmless the District and its officers, officials, agents, employees and volunteers from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including reasonable attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) that arises out of, pertains to, or relates to (a) any injury or damage sustained directly or indirectly by Vendor's employees in connection with their work under the Contract, including bodily injury, property damage, and claims related to the employees' wages; (b) any injury or damage sustained by any person, firm, corporation, or party caused by the act, neglect, default or omission of Vendor, or Vendor's employees or agents, including, but not limited to, any foodborne illness caused by Vendor's failure to properly store, transport, handle, or label any food products delivered to the District; (c) any injury or damage caused by Vendor's failure to comply with Education Code Section 45125.1, if applicable to the Contract; (d) any alleged infringement of the patent rights, copyrights, or trademark rights of any person in consequence of use by District of products used under the Contract; and (e) any injury or damage caused by Vendor's failure to comply with applicable federal, state, or local laws or regulations, or the District's policies. The provisions of this indemnification do not apply to any damage or loss caused by the sole negligence or willful misconduct of the District, its officials, elected board members, employees, or claims caused by the dangerous conditions of District real property that arose out of acts or omissions by the District. The insurance coverage requirements under the Contract Documents shall in no way lessen or limit the liability of Vendor under the terms of this indemnification obligation. The terms of this paragraph shall survive the expiration or termination of the Contract.

25. Limitations on Liability. District's liability to Vendor, if any, shall be capped at the contract price. In no event shall the District or the Vendor be liable to one another in contract

or tort for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits, arising out of or in connection with the Contract.

26. Licenses. Vendor shall secure and maintain in force during the entire term of the Contract any and all such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services under the Contract.

27. No Assignment; Vendor's Responsibilities Non-transferable. No assumption of any of Vendor's duties, responsibilities, obligations, or performance under the Contract Documents by any entity other than Vendor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur without the District's express prior written consent. If any assumption, takeover, or unauthorized performance does occur without the District's prior written approval, then the Vendor shall be in material default of the Contract, in which event the District may terminate the Contract for cause and seek any remedy available under the Contract and by applicable law.

28. Public Entity Participation ("Piggybacking"). PCC Section 20118 permits districts to purchase equipment, materials, or supplies without advertising for bids pursuant to another public agency's publicly bid contract (*i.e.*, "piggybacking" on the other public agency's contract). The District has elected to publicly bid the Work and, subject to the Vendor's consent, permit other local school districts to piggyback on the Contract. Other school districts and community college districts within the Counties of Ventura, Santa Barbara, San Luis Obispo, and Los Angeles may purchase the identical items at the same price and upon the same terms and conditions. If the Vendor consents to piggybacking, the District waives its right to having any such other school districts and community college districts draw their warrants in favor of the District. (PCC §§ 20118; 20652.)

29. Conflicts of Interest. Vendor agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under the Contract. During the term of the Contract, Vendor shall not hire personnel currently employed by District to perform any work under the Contract. Vendor shall promptly inform District of any contract, arrangement, or interest that Vendor may enter into or have during the performance of the Contract that might appear to conflict with District's interests, including but not limited to contracts and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the work performed under the Contract. Vendor shall take such measures as are necessary in the performance of the Contract to prevent actual conflicts of interest. District, in its sole discretion, shall determine the existence of a conflict of interest and may terminate the Contract in the event such a conflict exists after it has given Vendor written notice which describes the conflict.

30. Independent Contractor. Vendor shall perform the Work as an independent contractor. It is understood and acknowledged by and between Vendor the District that Vendor is not and shall not be construed as an employee of the District for any purpose whatsoever. Under no circumstances shall Vendor look to the District as Vendor's employer, or as a partner, agent, or principal. Vendor hereby acknowledges and warrants that, as an independent contractor, Vendor is solely responsible for its performance and that of any of Vendor's employees, subcontractors, assistants, including the method, details, and means of performing the services specified herein. Except as otherwise provided herein, Vendor is solely liable for all costs and expenses associated with Vendor's performance hereunder and for any and all loss or damages which may be caused or occasioned on account of Vendor's provision of services pursuant to this Contract, whether the same loss or damages be for personal injury or property damage. Vendor shall be responsible for providing, at Vendor's sole expense and in Vendor's name, disability, worker's compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Work. Vendor shall not be entitled to any benefits, including, without limitation, worker's compensation, deferred compensation, disability insurance, vacation or sick pay from the District. Vendor acknowledges and agrees that Vendor's employees shall not be eligible for any District employee benefits and, to the extent Vendor's employees otherwise would be eligible for any District employee benefits but for the express terms of this Contract, Vendor hereby expressly declines to participate in such District employee benefits. Neither Vendor, nor any partner, agent, or employee of Vendor, has authority to enter into contracts that bind the District or create obligations on the part of the District without the prior written authorization of the District.

31. Anti-Discrimination. To the maximum extent permitted by federal, state and any other applicable law, it is the District's policy that in connection with any work under the Contract Documents, there shall be no discrimination against any prospective or active employee engaged in the work due to race, color, ancestry, national origin, sex, sexual orientation, pregnancy, physical or mental disability, marital status, medical condition, age, religion, veteran status, or political affiliation. Vendor shall abide by all anti-discrimination laws applicable to the Contract, which may include, but not be limited to, the Unruh Civil Rights Act (Civil Code Sections 51, *et seq.*); California Government Code Sections 11135, *et seq.*; California Labor Code Sections 1101, *et seq.*, and 1735; the Federal Civil Rights Act of 1964 (42 U.S.C. Sections 2000e, *et seq.*); the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101, *et seq.*); the Age Discrimination in Employment Act (29 U.S.C. Sections 621, *et seq.*); the Rehabilitation Act of 1973 (29 U.S.C. Sections 701, *et seq.*); Executive Order 11246 entitled "Equal Employment Opportunity"; and all applicable regulations and District policies. The District has provided the foregoing list as a courtesy to Vendor, and does not represent that the foregoing list is applicable to all District contracts nor an exhaustive list of all anti-discrimination laws applicable to all District contracts. Vendor is advised to seek independent legal counsel regarding Vendor's anti-discrimination obligations with respect to the Contract.

32. Conflicts or Inconsistencies in Contract Documents. In the event of any conflict, inconsistency, or ambiguity in the Contract Documents, the documents shall govern in the following order: change order or amendments to the Contract; the Contract; the General Conditions; the Bid Instructions; and the other Contract Documents. Notwithstanding the foregoing, in all matters where reasonably required, applicable federal and state law shall prevail.

END OF GENERAL CONDITIONS

DISTRICT FACT SHEET

1. Deliveries. Deliveries shall be made to the designated loading/unloading location at the following school sites, as requested by the District. All deliveries must be made during the specified receiving hours.

| School | Address | Receiving Hours |
|---------------|---|------------------------------|
| Rio Del Mar | 3150 Thames River Drive, Oxnard, CA 93036 | 6:30-9:30 a.m. Monday-Friday |
| Rio Del Norte | 2500 Lobelia Drive, Oxnard, CA 93036 | 6:30-9:30 a.m. Monday-Friday |
| Rio Del Valle | 3100 Rose Avenue, Oxnard, CA 93036 | 6:30-9:30 a.m. Monday-Friday |
| Rio Lindo | 2131 Snow Ave., Oxnard, CA 93036 | 6:30-9:30 a.m. Monday-Friday |
| Rio Plaza | 600 Simon Way, Oxnard, CA 93036 | 7:00-9:30 a.m. Monday-Friday |
| Rio Real | 1140 Kenny Street, Oxnard, CA 93036 | 6:30-9:30 a.m. Monday-Friday |
| Rio Rosales | 1001 Kohala Street, Oxnard, CA 93030 | 6:30-9:30 a.m. Monday-Friday |
| Rio Vista | 3050 Thames River Drive, Oxnard, CA 93036 | 6:30-9:30 a.m. Monday-Friday |

2. Invoicing. Send all invoices, referencing Rio School District purchase order number, to: Rio School District, Accounts Payable Department, 2500 E. Vineyard Avenue, Suite 100, Oxnard, CA 93036.

3. Modifications; Revisions. The District reserves the right to update the receiving hours, school site addresses or District office address, or other information in this District Fact Sheet by written notice.

BIDDER'S CHECKLIST

BID #17-CNS-001 FOOD AND GROCERY PRODUCTS

The following documents must be included in Bidder's sealed Bid, and submitted to the Child Nutrition Services Department, 2500 E. Vineyard Avenue, Suite 100, Oxnard, CA 93036 on or before the Bid Deadline.

NOTE: This checklist is provided as a courtesy to Bidders. It is the Bidder's responsibility to carefully review this Bid Package and ensure that all items required in the Bid are timely and properly submitted. In no event shall the District be liable for any errors or omissions in this checklist.

Check below to indicate that the documents are included in your bid package

- _____ 1. Bidders Checklist
- _____ 2. Bid Form
- _____ 3. Product Quotation Sheets (completed by Bidder)
- _____ 4. Bidder Questionnaire
- _____ 5. Reference Form (complete for 3 references)
- _____ 6. Piggyback Clause
- _____ 7. Contract for Food and Grocery Products (2 signed copies)
- _____ 8. Non-Collusion Declaration
- _____ 9. Certification Regarding Drug-Free Workplace
- _____ 10. Certification Regarding Alcohol-Free and Tobacco-Free Campus Policy
- _____ 11. Certification Regarding Workers Compensation
- _____ 12. Buy American Certification
- _____ 13. Iran Contracting Act Certification of Eligibility to Bid for Contracts
- _____ 14. Disclosure of Lobbying Activities
- _____ 15. Nutritional Information (hard copy or electronic format)

**RIO SCHOOL DISTRICT
BID FORM**

BID #17-CNS-001 FOOD AND GROCERY PRODUCTS
BID DEADLINE: 1:00 P.M. ON FRIDAY, JUNE 2, 2017

To: Board of Trustees
Rio School District
2500 E. Vineyard Avenue, Suite 100
Oxnard, CA 93036

1. On behalf of the below-named Bidder, the undersigned, having carefully examined the Notice Inviting Bids, Instructions to Bidders, General Conditions, Product Quotation Sheets, Contract, and all related documents comprising the Bid Package for the above-specified bid and any local conditions affecting the performance of the Contract, hereby proposes to furnish and deliver said materials and supplies in accordance with the terms and conditions of the Bid Package, inclusive of the time requirements set forth therein, for the prices quoted on the attached itemized Product Quotation Sheets.

2. The Bidder offers the following delivery time after receipt of order ("ARO").

Delivery time ARO: _____

3. The Bidder has reviewed and understands the District's prompt payment discount terms. In consideration thereof, the Bidder offers the following prompt payment discount:

_____ % _____ days

[Note: Bidder must indicate either a "0" (zero) for no discount, or the offered discount amount. A blank left in the "days" space will negate any percentage discount offered.]

4. On behalf of the below-named Bidder, I understand that I may not withdraw this Bid for the period of time specified in the Bid Package. I further understand that the District reserves the right to reject all Bids.

5. In the event that the below-named Bidder is awarded the Contract, I have attached two signed copies of the Contract with this Bid; I hereby acknowledge and agree to all the District's terms and conditions set forth in the Contract, the General Conditions, and other

components of the Bid Package; and confirm that the below-designated company will be responsible for the Work contemplated hereunder.

6. The undersigned acknowledges receipt of and has thoroughly examined any and all addenda issued for this Bid Package, which addenda include the following:

| | |
|--------------------|----------------------|
| Addendum No. _____ | Date Received: _____ |
| Addendum No. _____ | Date Received: _____ |
| Addendum No. _____ | Date Received: _____ |
| Addendum No. _____ | Date Received: _____ |

“Bidder”

Company Name (as registered with California Secretary of State)

Printed Name of Authorized Representative

Signature of Authorized Representative

Title of Authorized Representative

Date

BIDDER QUESTIONNAIRE

Bidder must answer each question completely and submit this Questionnaire with the Bid. Bidders may attach additional information when answering these questions.

PART A – GENERAL INFORMATION

This section is not scored, but must be completed.

1. Bidder's Name (exact form as registered with CA Secretary of State) _____

2. Type of Entity (corporation, limited liability company, etc.) _____
State law under which Bidder's company was formed _____
3. Bidder's federal employer identification number (EIN) _____
4. Bidder's Physical Address _____

5. Bidder's Mailing Address (if different than above) _____

6. Bidder's Main Telephone Number _____
7. Bidder's Main Facsimile Number _____
8. Bidder's Website _____
9. Authorized Representative's Name _____
Authorized Representative's Title _____
Email Address _____
Direct Telephone Line _____
10. Additional Contact Person's Name _____
Additional Contact Person's Title _____
Email Address _____
Direct Telephone Line _____
11. Please explain (a) your lead time and your lead time process in general, and (b) your lead time and lead time process for new products. _____

PART B – ADDITIONAL QUESTIONS REGARDING PRICE

This section contributes to evaluation of Bidder’s price. The maximum score for price, including the price set forth on the Bid Form, is 30 points.

- 12. Enter your fixed fee charge per case for all future items to be purchased. Fixed fees are to remain firm for the duration of the Contract and any renewal periods thereto.
 - a. For items the distributor is invoiced by the supplier by case price:
Delivery to school site \$ _____ per case
 - b. For items the distributor is invoiced by the supplier by per pound price:
Delivery to school site \$ _____ per pound
- 13. Please provide your current order fill rate percentage.
 - a. Company-wide: _____
 - b. K-12 schools only _____

PART C – USDA FOOD MANAGEMENT

This section contributes to evaluation of Bidder’s responsibility with respect to USDA Food Management. The maximum score for this section is 20 points.

- 14. Please describe your method and timeline for providing current PFS or CN labels throughout the school year. Please note that the District prefers to obtain this information electronically. (Total possible points = 3.) _____

PART D – KEY PERSONNEL

This section contributes to evaluation of Bidder’s responsibility with respect to Key Personnel. The maximum score for this section is 10 points.

21. How does your company manage invoicing discrepancies? (Total possible points = 1.) ____

22. Do you charge penalties when invoices are paid after 30 days? If so, what is the penalty? (Total possible points = 1.) _____

23. Do you have ordering minimums/requirements? (Total possible points = 1.) _____

24. What process do you follow for recalls? Be specific. (Total possible points = 2.) _____

34. Please describe any occasions where your company or any of its owners, officers or partners were convicted of a crime involving any federal, state or local law related to sale and delivery of grocery and food products. (Total possible points = 2.) _____

35. Please describe any occasions where your company or any of its owners, officers or partners were convicted of a federal or state crime of fraud, theft, or other act of dishonesty. (Total possible points = 2.) _____

PART F – EXPERIENCE AND REFERENCES

This section contributes to evaluation of Bidder’s responsibility with respect to experience. Each question is worth 2 points, for a total of 10 points. The District will also interview at least two of the Bidder’s references. The references will count for 20 points. The maximum points for Experience and References is 30 points.

36. Has your company ever provided services to the District? If so, please describe the nature of the contract, the approximate dates of the contract, and the approximate value of the contract. If there were any disputes between your company and the District, please describe the nature of the problem and how it was resolved. _____

37. If your company delivers wrong products or omits ordered product(s), when and how will you fix the issue? (Be specific.) _____

38. What is your current fleet? How will you ensure timely delivery of orders and follow the delivery requirements stated in this Bid Package? _____

39. Please explain (a) whether local products (state of California) are identifiable on either order guides or on your online ordering system; (b) if so, how local products are identifiable; and (c) what criteria are used to determine if a product is local. _____

40. It is important to have a sustainability plan or philosophy. Please describe your company's sustainability plan, including how you intend to remain a viable partner to the District in a rapidly changing world of school nutrition. _____

REFERENCE FORM

Bidder must provide at least three references with the Bid. All information must be current and verifiable. Bidder must provide at least 2 California school district references.

- 1. Client Name: _____
Client's Main Business Address: _____

Contact Name and Title: _____
Contact's Telephone Number: _____
Contact's Email Address: _____
Year Contract Commenced: _____
Number of Delivery Locations: _____
Frequency of Deliveries: _____
Current Annual Dollar Volume of Orders: _____
Average Annual Dollar Volume of Orders: _____

- 2. Client Name: _____
Client's Main Business Address: _____

Contact Name and Title: _____
Contact's Telephone Number: _____
Contact's Email Address: _____
Year Contract Commenced: _____
Number of Delivery Locations: _____
Frequency of Deliveries: _____
Current Annual Dollar Volume of Orders: _____
Average Annual Dollar Volume of Orders: _____

- 3. Client Name: _____
Client's Main Business Address: _____

Contact Name and Title: _____
Contact's Telephone Number: _____
Contact's Email Address: _____
Year Contract Commenced: _____
Number of Delivery Locations: _____
Frequency of Deliveries: _____
Current Annual Dollar Volume of Orders: _____
Average Annual Dollar Volume of Orders: _____

PIGGYBACK CLAUSE
(Public Contract Code Sections 20118 and 20652)

1. Brief Description of Piggyback Statute. Public Contract Code Sections 20118 and 20652 permit school districts and community college districts to purchase materials, supplies, and equipment without advertising for bids by using (or “piggybacking” on) another public agency’s publicly bid contract. The District is willing to authorize local school districts and community college districts to piggyback on this Contract. In the event that the Bidder is awarded the Contract, then, at the option of the Bidder, for the term of the Contract and any mutually-agreed upon extensions thereof, other school districts and community college districts within the Counties of Ventura, Santa Barbara, San Luis Obispo, and Los Angeles may purchase from the Bidder the same materials and supplies contemplated under the Contract at the same price, terms and conditions specified in the Contract.

2. Waiver of Right to Draw Warrants. The District waives its right to require any such other school districts and community college districts to draw their warrants in favor of the District as permitted by Public Contract Code Sections 20118 and 20652.

3. Bidder’s Option. Each Bidder shall indicate below whether the Bidder will authorize piggybacking if awarded the Contract. Acceptance or rejection of this clause **will not** affect the outcome of this Bid.

Piggyback option granted: _____

Piggyback option denied: _____

Bidder’s Name (name of company)

Printed Name of Authorized Representative

Signature of Authorized Representative

Title of Authorized Representative

Date

CONTRACT FOR FOOD AND GROCERY PRODUCTS

THIS CONTRACT FOR FOOD AND GROCERY PRODUCTS (this "Contract") is made and entered into as of this _____ day of _____, 2017 (the "Effective Date"), by and between Rio School District, a political subdivision of the State of California (the "District") and _____, a _____ (the "Vendor"). District and Vendor are sometimes individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the District is an elementary school district located in the County of Ventura (the "County") and the State of California (the "State), which provides K-8 public education to nearly five thousand (5,000) students in six elementary and two middle schools; and

WHEREAS, the District competitively bid that certain Bid Package, identified by Bid No.17-CNS-001, Food and Grocery Products, pursuant to which the District sought responsive, responsible bidders to bid on the sale, delivery, and unloading of various grocery and food products (the "Work") to District schools; and

WHEREAS, the Vendor submitted a timely bid to the District, and the District determined that Vendor was the lowest responsive, responsible bidder; and

WHEREAS, in other parts of the Bid Package, Vendor may be referred to as the "Bidder;"

NOW, THEREFORE, in consideration of the above Recitals, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Definitions. All terms with initial capital letters used herein but not otherwise defined shall have the meaning set forth in the Bid Package.

2. Work. The Work, which is further described and set forth in the Bid Package, involves the sale, delivery, and unloading of various grocery and food products to the District. The Vendor agrees to perform the Work, including, but not limited to, providing the service or services, and the item or items set forth in the Contract Documents, inclusive of all transportation, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the Contract Documents at the price or prices set forth in the Bid. The District shall not be responsible for the care or protection of any property, material, or parts ordered pursuant to the Contract before date of delivery to the

District. It is understood by the Vendor that all items or service will be promptly delivered to the District.

3. Contract Documents. This Contract is one part of the entire agreement between the Parties regarding the Work. The entire Contract consists of this Contract and the Contract Documents, as may be amended from time to time by mutual written agreement of the Parties. The Contract Documents include the following documents:

- a. the Notice to Bidders;
- b. the Instructions to Bidders;
- c. the General Conditions;
- d. the District Fact Sheet;
- e. the remaining components of the Bid Package, inclusive of any addenda;
- f. the entire accepted Bid, including, but not limited to, the following completed documents: the Bid Form, the Product Quotation Sheets, the Questionnaire, the Piggyback Clause, the Non-Collusion Declaration, the Prompt Payment Discount form; the Drug-Free Workplace Certification, the Worker's Compensation Certification, the Buy American Certification, the Iran Contracting Act Certification, the Disclosure of Lobbying Activities, and the Nutritional Information Sheets; and
- g. any orders placed by the District.

The Contract Documents are incorporated herein by reference. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

4. Term. The term of this Contract shall be July 1, 2017 through June 30, 2018. The Contract may be extended for up to two (2) additional years upon mutual written agreement of the Parties. Notwithstanding the foregoing, this Contract shall be subject to early termination as set forth in Paragraph 8 hereof.

5. Commencement of Services; Time of Completion. Vendor shall begin performance of the Contract promptly upon full execution of the Contract, subject to approval of the Contract by the District's Board of Trustees, and the District's subsequent notice to proceed

or placement of orders. Vendor shall completely and satisfactorily perform the Contract within the period or periods specified in the Contract Documents.

6. Representations and Warranties. In addition to any other representations and warranties set forth in this Contract or elsewhere in the Contract Documents, Vendor hereby represents and warrants to District that:

a. Vendor is a properly formed business entity currently authorized and qualified to conduct business in the State of California and the County of Ventura, and Vendor will remain in good standing in the State of California and the County of Ventura for the entire term of this Contract.

b. Vendor has carefully examined the Contract and the Contract Documents, is familiar with the Work, and has the expertise, personnel, and resources to timely and properly conduct the Work.

c. Vendor has the right, power, and authority to enter into this Contract, and to perform its obligations hereunder. The person executing this Contract on behalf of Vendor has the right, power, and authority to bind Vendor to this Contract.

d. This Contract constitutes the legal, valid, and binding obligation of Vendor enforceable against Vendor in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Contract does not violate any provision of any material agreement or document to which Vendor is a party or by which Vendor is bound.

e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Vendor's knowledge, threatened against Vendor arising out of or concerning Vendor's performance under this Agreement. There are no suits, actions, or proceedings pending, or to Vendor's knowledge, threatened against Vendor which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Vendor are made as of the Effective Date and shall survive the term of this Contract for a period of three (3) years. Vendor shall be in material default if Vendor is unable to make the representations and warranties hereunder as of the Effective Date.

7. Event of Default. The following shall be considered an event of default by Vendor (each an “Event of Default”): (a) Vendor fails to perform its obligations in a timely manner, including failing to timely deliver products to District; (b) Vendor fails to timely deliver products to the correct District location; (c) Vendor fails to deliver the correct products; (d) Vendor fails to deliver products at the quoted prices; (e) the products delivered by Vendor are inferior to those provided in samples or demonstrations, or otherwise inferior to the standards set forth by District; (f) Vendor fails to obtain and carry for the length of the Contract the required insurance with at least the minimum limits and mandatory endorsements; (g) Vendor is unable to truthfully make the required representations and warranties under the Contract Documents; (h) Vendor provided District with any false, misleading, or inaccurate information in its Bid or otherwise; (i) Vendor has an actual or perceived conflict of interest under the Contract Documents; or (j) Vendor refuses or fails to perform any part of its obligations under the Contract or the Contract Documents.

8. Termination.

a. Termination for Cause. If there is an Event of Default, then the District may, without further notice or demand, cancel and rescind this Contract. In the event that District purchases the goods, supplies, or services contemplated hereunder elsewhere, the District shall be entitled to hold the Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of the Vendor in performing any of the terms and conditions of this Contract; it being specifically provided and agreed that time shall be the essence of this Contract. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

b. Termination for Convenience. The District may terminate this Contract at any time by giving the Vendor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination for convenience, Vendor shall be entitled to no further compensation or payment of any type from the District other than payments for goods or services satisfactorily rendered prior to the effective date of said termination.

9. Dispute Resolution. Any dispute or claim arising out of the Contract or any resulting transaction shall be submitted to neutral, non-binding mediation prior to the commencement of arbitration, litigation, or any other similar proceeding. The parties to the dispute or claim agree to act in good faith to participate in mediation, and to identify a mutually acceptable mediator. If a mediator cannot be agreed upon by the parties, each party shall designate a mediator

and those mediators shall select a third mediator who shall act as the neutral mediator, assisting the parties in attempting to reach a resolution. All parties to the mediation shall share equally in its cost. If the dispute or claim is resolved successfully through the mediation, the resolution will be documented by a written agreement executed by all parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract Documents and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall require mediation prior to commencing an action in equity seeking injunctive relief.

10. Attorneys' Fees. If any action or proceeding is instituted to enforce or interpret any provision of the Contract, the prevailing Party therein shall be entitled to recover its attorneys' fees and costs from the losing Party.

11. No Assignment. Neither Party shall assign this Contract or its rights and obligations hereunder without the other Party's prior written consent. Subject to the foregoing, all the provisions of this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties.

12. Severability. If any provision of this Contract shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Contract shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

13. Gender and Number. In this Contract the masculine, feminine and neuter genders and the singular and the plural include one another, unless the context requires otherwise.

14. No Waiver. The waiver by one Party of the performance of any covenant, condition, or promise, or of the time for performing any act, under this Contract shall not invalidate this Contract nor shall it be considered a waiver by such Party of any other covenant, condition, or promise, or of the time for performing any other act required, under this Contract. The exercise of any remedy provided in this Contract shall not be a waiver of any remedy provided by law, and the provisions of this Contract for any remedy shall not exclude any other remedies unless they are expressly excluded.

15. Amendments. No addition to or modification of any term or provision of this Contract shall be effective unless set forth in writing and signed by the Parties.

16. Incorporation of Contract Documents. The Contract Documents are incorporated herein by reference.

17. Time is of the Essence. Time is of the essence of each and every provision of this Contract. Unless business days are expressly provided for, all references to “days” herein shall refer to consecutive calendar days. If any date or time period provided for in this Contract is or ends on a Saturday, Sunday or federal, state or legal holiday, such date shall automatically be extended to the next day which is not a Saturday, Sunday or federal, state or legal holiday.

18. Additional Requirements under Federal Law (2 C.F.R. § 200.236).

a. Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387); agrees to report any violation thereunder to the District; and understands and agrees that the District will in turn report each violation as required to assure notification to the proper federal authorities.

b. Vendor represents and warrants that Vendor, its principals, and its affiliates are not listed on the government-wide exclusions in the System for Award Management, which lists the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than applicable executive orders. Vendor must comply with 2 C.F.R. § 180, subpart C, and 2 C.F.R. § 3000, subpart C, and must include a requirement to comply with these provisions in any lower tier covered transaction which Vendor enters. This certification is a material representation of fact relied upon by District. If it is later determined that Vendor did not comply with 2 C.F.R. § 180, subpart C, and 2 C.F.R. § 3000, subpart C, in addition to remedies available to the District, the federal government may pursue additional remedies against Vendor.

c. Vendor further represents and warrants that Vendor has filed the certification required under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), which specifies that Vendor will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to include 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, and that Vendor has disclosed any lobbying with non-federal funds that takes places in connection with obtaining any federal award. This certification is a material representation of fact upon which the District relied when entering into this Contract. Any person who fails to file the required certifications is subject to penalty under applicable law.

19. Compliance with Laws. All of the Work performed under this Contract by Vendor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California; the ordinances, rules, and regulations of the County of Ventura and City of Oxnard; and the policies of the District, as applicable.

20. Governing Law; Venue. This Contract shall be governed by and construed in accordance with the laws of the State of California. The venue for any action or proceeding related to enforcement or interpretation of this Agreement shall be the County of Ventura.

21. Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by facsimile or scanned PDF transmitted by email, provided that original executed counterparts are delivered to the recipient on the next business day following the facsimile or email transmission.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

“Vendor”

[Company Name]

Signature of Provider

Printed Name and Title

“District”

Rio School District

Kristen Pifko, Assistant Superintendent,
Business Services

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ [insert title] of _____
_____ [insert company name], the party making the foregoing
bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
[date], at _____ [city], _____ [state].

Bidder (Name of business)

Printed Name of Authorized Representative

Signature of Authorized Representative

CERTIFICATION REGARDING DRUG-FREE WORKPLACE
(Government Code Sections 8350, *et seq.*)

1. Overview. This Drug-Free Workplace Certification form must be completed by all bidders pursuant to Government Code Sections 8350, *et. seq.*, the Drug-Free Workplace Act of 1990 (the “Act”). As set forth in Government Code Section 8355, every person or organization awarded a contract or grant from a State agency must 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 the actions that will be taken against employees for violations of the prohibition;
- b. establishing a drug-free awareness program to inform employees about all of the following (i) the dangers of drug abuse in the workplace; (ii) the person’s or organization’s policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee-assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations; and
- 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.

Furthermore, 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, or both, and that the contractor or grantee may be subject to debarment from future contracting if the contracting or granting agency determines that the contractor or grantee made a false certification under Government Code Section 8355, or the contractor or grantee violates the certification by failing to fulfill the requirements of Government Code Section 8355 .

2. Certification. I am a duly-authorized representative of the below-referenced Bidder. On behalf of the Bidder, I, the undersigned, certify that the Bidder agrees to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the

workplace; (b) establish a drug-free awareness program; and (c) require each employee engaged in the performance of the Contract be given a copy of the statement required by Government Code Section 8355(a) and require such employee agree to abide by the terms of that statement. I 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 Government Code Section 8355, that the Contract is subject to termination, suspension of payments, or both, and that the Bidder may be subject to debarment in accordance with the Act. Furthermore, I acknowledge that the Bidder is aware of the provisions of Government Code sections 8350, *et. seq.* and hereby certify that the Bidder will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Bidder Name (name of business)

Printed Name of Authorized Representative

Signature of Authorized Representative

Title of Authorized Representative

Date

**CERTIFICATION REGARDING
ALCOHOL-FREE AND TOBACCO-FREE CAMPUS POLICY
(BP 3513.3; AP 3513.3; and BP 5131.6)**

I am a duly-authorized representative of the below-referenced Bidder. On behalf of the Bidder, I, the undersigned, certify that the Bidder agrees that it will abide by and implement the District's Alcohol-Free and Tobacco-Free Campus Policy which prohibits the use and being under the influence of alcoholic beverages, tobacco products, and nicotine products at any time on District-owned or leased buildings, on District property and in District vehicles. The prohibited tobacco and nicotine products include, but are not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, electronic cigarettes, electronic hookahs, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products. Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. Moreover, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited. The Bidder shall ensure that its employees, agents, independent contractors, and anyone else acting on its behalf complies with the District's alcoholic beverage and tobacco-free policy throughout the entire term of any contract between the District and the bidder.

Bidder Name (name of business)

Printed Name of Authorized Representative

Signature of Authorized Representative

Title of Authorized Representative

Date

**CERTIFICATION REGARDING WORKERS COMPENSATION
(LABOR CODE SECTIONS 3700, ET SEQ.)**

I am a duly-authorized representative of the below-referenced Bidder. On behalf of the Bidder, I, the undersigned, certify that:

1. The Bidder is aware that California Labor Code Section 3700 provides:

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

- d. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
 - e. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, 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 or her employees.
2. The Bidder is aware that the provisions of California Labor Code Section 3700 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 the Bidder will comply with such provisions before commencing the performance of any contract with the District and for the entire term of any such contract.

Bidder's Name (name of business)

Printed Name of Authorized Representative

Signature of Authorized Representative

Title of Authorized Representative

Date

BUY AMERICAN CERTIFICATION
(42 U.S.C. Section 1760(n))

1. Overview. Federal law requires school districts located in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for school breakfast and lunch programs under the Child Nutrition Act. The term “domestic commodities or products” means an agricultural commodity that is produced in the United States, and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. According to USDA’s Food and Nutrition Service (“FNS”), report accompanying the Child Nutrition Act defined “substantially” as more than 51% of the final processed product consists of agricultural commodities that were grown domestically. FNS also notes that two rare situations may warrant a waiver to permit purchases of foreign food products: (a) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, and (b) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

2. District’s Policy. The District requires that suppliers certify the percentage of U.S. content in products supplied to it. If the Bidder is unable or unwilling to make such certification, the District may not purchase from the Bidder.

3. Bidder’s Certification.

- a. I am a duly authorized representative of the below-referenced Bidder. On behalf of the Bidder, I certify that the Bidder’s products have at least _____% U.S. content.

- b. If the Bidder offers less than 51% domestic commodities or products, then the Bidder must seek a waiver of Buy American requirements. To seek the waiver, the Bidder must list the non-domestic commodities or products below. The District will review any and all requests for waivers, and make a determination whether to approve or deny the requests in the District’s sole discretion.

Product: _____

Country of Origin: _____

Domestic Price: _____

Foreign Price: _____

Reason for Request: _____

Product: _____
Country of Origin: _____
Domestic Price: _____
Foreign Price: _____
Reason for Request: _____

[Bidder may attach additional sheets if necessary.]

- c. The Bidder understands and acknowledges that if the Bidder is awarded the Contract, then the District must monitor the Bidder's compliance with the Buy American requirements.

Company Name (as registered with California Secretary of State)

Printed Name of Authorized Representative

Signature of Authorized Representative

Title of Authorized Representative

Date

IRAN CONTRACTING ACT
CERTIFICATION OF ELIGIBILITY TO BID FOR CONTRACTS
(Public Contract Code Sections 2202, et seq.)

Pursuant to Public Contract Code 2204(a), the District requires each person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, the District with respect to a contract for goods or services of \$1,000,000.00 or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created by the Department of General Services (“DGS”) as a person engaging in prohibited investment activities in Iran. To comply with this requirement, each Bidder must complete one of the options below. Note: Public Contract Code Section 2205 establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000.00 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts.

OPTION #1 - CERTIFICATION

I am a duly authorized representative of the below-referenced Bidder. On behalf of the Bidder, I certify that the Bidder identified below (a) is not on the current list of persons engaged in investment activities in Iran created by DGS, (b) is not providing goods or services of \$20,000,000.00 or more in the energy sector of Iran, including a person that provides 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, and (c) is not a financial institution that extends \$20,000,000.00 or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed)

Federal ID Number

Signature of Authorized Representative

Printed Name and Title of Authorized Representative

Date

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew, a contract for goods and services under very limited circumstances. For example, the exemption is permitted if (1) the investment activities in Iran were made before July 1, 2010; the investment activities in Iran have not been expanded or renewed after July 1, 2010; the public entity determines that it is in the best interest of the public entity to contract with the person; and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran; or (2) the public entity makes a public finding that, absent the exemption, the agency would be unable to obtain the goods or services for which the contract is offered. If the Bidder seeks an exemption for one of the foregoing reasons, please fill out the information below and attach documentation substantiating the basis of the request. The District will review any requests and make a determination, in its sole discretion, whether to approve any such request.

Vendor Name/Financial Institution (Printed)

Federal ID Number

Signature of Authorized Representative

Printed Name and Title of Authorized Representative

Date

DISCLOSURE OF LOBBYING ACTIVITIES
(31 U.S.C. § 1352)

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

INSTRUCTIONS FOR COMPLETION OF 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 followup 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-RSD-17-001."
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.

EXHIBIT A

PRODUCT QUOTATION SHEETS
FOR
RIO SCHOOL DISTRICT –
BID #17-CNS-001 FOOD AND GROCERY PRODUCTS

Bid Sheet 2017 - 2018

| ITEM # | Description | Pack | Size | Approved Brand | MPC Code | Alternate Brand/MPC | ESTIMATED USAGE 2017 - 2018 | COMMODITY ITEM | QUOTED PRICE |
|--------|--|------|---------|----------------|-------------|---------------------|-----------------------------|----------------|--------------|
| 1 | APPLESAUCE NATURAL UNSWEETENED | 72 | 4 OZ | TREETOP | 101414 | | 30 | | |
| 2 | BAGEL WHL GRAIN WHT | 12 | 6 CT. | LFNDERS | 7680000074 | | 200 | | |
| 3 | BAGEL, BREAKFAST PIZZA, IW, 1M/MA AND 1.25WG | 96 | 3 OZ | TONY ROBERTS | 78977 | | 200 | | |
| 4 | BAGEL, MINI, CINNAMON FILLED, IW, 2WG | 72 | 2.43OZ | PILLSBY | 38399 | | 160 | | |
| 5 | BAGEL, MINI, STRAWBERRY FILLED, IW, 2WG | 72 | 2.43OZ | PILLSBY | 38413 | | 30 | | |
| 6 | BAGEL, WHL GRAIN WHT, IW | 1 | 72CT | LFNDERS | 7680000075 | | 100 | | |
| 7 | BAR, BREAKFAST APLCINN CHERIOS, IW, 1WG | 96 | 1.42OZ | GENERAL MILLS | 31911000 | | 100 | | |
| 8 | BAR, BREAKFAST CINN TOAST CRUNCH, IW, 1WG | 96 | 1.42OZ | GENERAL MILLS | 45576000 | | 100 | | |
| 9 | BEAN GREEN CUT 4SV BL | 6 | #10 | | 5096359 | | 40 | | |
| 10 | BEAN, BLACK | 6 | #10 | | | | 20 | | |
| 11 | BEAN, GARBONZO | 6 | #10 | | | | 20 | | |
| 12 | BEAN, KIDNEY | 6 | #10 | | | | 50 | | |
| 13 | BEAN, PINTO FCY | 6 | #10 | CASASOL | EB-0610 | | 30 | | |
| 14 | BEAN, REFRIED, DEHYDRATED, VEGETARIAN, NO LARD | 6 | 26.25Z | SANTAGO | 10302 | | 60 | | |
| 15 | BEEF PATTY, GRILLED MESQT, FULLY COOKED, 2M/MA | 135 | 2.45OZ | ADVANCE PIERRE | 3770 | | 530 | COMMODITY | |
| 16 | BEEF, SHOESTRING, FCY | 6 | #10 | | 22042 | | 30 | | |
| 17 | BEVERAGE, SPARKLING JUICE. MUST BE COMPLIANT WITH CA SB 965. BIDDER TO STATE VARIETIES AND FLAVORS AVAILABLE | 24 | 8 OZ | SWITCH | 3129 | | 200 | | |
| 18 | BISCUIT, BAKED, WHOLE GRAIN, EASY SPLIT, 2WG | 120 | 2 OZ | PILLSBY | 132271000 | | 60 | | |
| 19 | BREAD STICK, PROOF & BAKE, 1 WG | 120 | 1.8 OZ | RICHS | 87783 | | 35 | | |
| 20 | BREAD STUFFED CHEESY BUFFLO PULL APART, IW, 2M/MA AND 2WG | 72 | 4.06OZ | PILLSBY | 131597000 | | 50 | | |
| 21 | BREAD STUFFED CHEESY GARLIC PULL APART, IW, 2M/MA AND 2WG | 72 | 4.06OZ | PILLSBY | 18000-38464 | | 100 | | |
| 22 | BREAD ZUCCHINI CARROT LOAF, IW, 2WG | 72 | 3 OZ | SIMBLUE | ZBLA372 | | 120 | | |
| 23 | BREAD, BANANA WHOLE GRAIN, SLICED, IW, 2WG | 70 | 3.4OZ | SUPBKRY | 6071 | | 90 | | |
| 24 | BREAD, PANINI, SLICED, FROZEN, 2/WG | 192 | .82 OZ | | 137737000 | | 30 | | |
| 25 | BREAKFAST WRAP, EGG & CHEESEON WHOLE GRAIN FLOUR TORTILLA, FULLY SEALED, 1M/MA AND 1 WG | 72 | 2.5OZ | LOSCABO | 97871 | | 300 | | |
| 26 | BROWNIE CHOC, WHOLE GRAIN, LOW FAT, IW, 1.25WG | 96 | 2 OZ | BUENVST | 82220 | | 50 | | |
| 27 | BUN CINNAMON BAKED WHOLE GRAIN, IW, 1WG | 72 | 2.9OZ | SUPBKRY | 6070 | | 160 | | |
| 28 | BURRITO BEAN & CHEDDAR CHEESE SPICY, BULK | 80 | 5.95OZ | LOSCABO | 71470 | | 10 | | |
| 29 | BURRITO BEAN & CHEDDAR CHEESE SPICY, IW, 2M/MA AND 2WG | 80 | 5.95 OZ | LOSCABO | | | 40 | | |
| 30 | BURRITO BEAN & CHEDDAR CHEESE, BULK, 2M/MA AND 2WG | 48 | 5.2 OZ | LOSCABO | 67576 | | 400 | | |
| 31 | BURRITO BEAN & CHEDDAR CHEESE, IW, 2M/MA AND 2WG | 96 | 5.2 OZ | LOSCABO | 97576 | | 200 | | |
| 32 | BURRITO BEAN & CHEESE ULTRA, IW, 2M/MA AND 2WG | 80 | 5.5OZ | CABOPRM | 71571 | | 30 | | |
| 33 | BURRITO BRAKFAST, EGG & TURKEY SAUSAGE, IW, 1M/MA AND 1WG | 72 | 2.5 OZ | LOSCABO | 97879 | | 250 | | |
| 34 | BURRITO, BEAN, CHEESE & GREEN CHILL, IW, 2M/MA AND 2WG | 96 | 5.2OZ | LOSCABO | 97580 | | 100 | | |
| 35 | CALZONE THREE CHEESE REDUCED FAT, BULK, 2 WG | 45 | 5.5 OZ | BUENVST | 50230 | | 220 | | |
| 36 | CEREAL GRANOLA, BULK, PEANUT FREE ONLY | 4 | 50 OZ | | | | 30 | | |
| 37 | CEREAL HOT OAT QUIK BUCKEYE | 1 | 50 LB | GENERAL MILLS | 20164 | | 20 | | |
| 38 | CEREAL, BOWL PACK, 1WG. BIDDER TO STATE VARIETIES AVAILABLE | | | KELLOGG | | | 800 | | |

Bid Sheet 2017 - 2018

| ITEM # | Description | Pack | Size | Approved Brand | MPC Code | Alternate Brand/MPC | ESTIMATED USAGE 2017 - 2018 | COMMODITY ITEM | QUOTED PRICE |
|--------|--|------|--------|----------------|--------------|---------------------|-----------------------------|----------------|--------------|
| 75 | KETCHUP FANCY POUCH DISPENSER | 2 | 1.5GAL | HEINZ | 78000075 | | 220 | | |
| 76 | KETCHUP PACKET FCY | 1000 | 9 GM | HEINZ | 78000108 | | 80 | | |
| 77 | MAYONNAISE LITE | 4 | 1 GAL | CHEFRD | 77191CHP | | 100 | | |
| 78 | MAYONNAISE PKT | 500 | 12 GM | HEINZ | 78000705 | | 30 | | |
| 79 | BATTER MUFFIN CORNBREAD WHLGRN | 2 | 9 LB | FATCAT | WGCORNMFN | | 100 | | |
| 80 | | | | | | | | | |
| 81 | MUFFIN BANANA, WHOLE GRAIN, IW | 60 | 2 OZ | BUENVST | 10144 | | 50 | | |
| 82 | MUFFIN, BLUEBERRY, WHOLE GRAIN, IW | 60 | 2 OZ | BUENVST | 10143 | | 50 | | |
| 83 | MUFFIN, BLUEBERRY, WHOLE GRAN, IW | 40 | 3.2 OZ | BUENVST | 63215 | | 50 | | |
| 84 | MUFFIN, SWEET POTATO CHOCOLATE CHIP, WHOLE GRAIN, IW | 60 | 2 OZ | BUENVST | | | 100 | | |
| 85 | MUFFIN, BANANA, WHOLE GRAIN, IW | 40 | 3 OZ | BUENVST | 63135 | | 50 | | |
| 86 | MUFFIN, SWEET POTATO CHOCOLATE CHIP, WHOLE GRAIN | 40 | 3.2 | BUENVST | | | 100 | | |
| 87 | MUSTARD FANCY POUCH DISPENSER | 2 | 1.5GAL | HEINZ | 130006520000 | | 8 | | |
| 88 | MUSTARD PKT | 500 | 1/5 OZ | HEINZ | 78000700 | | 30 | | |
| 89 | OIL OLIVE BLEND 80% OLIVE OIL 20% CANOLA OIL | 6 | 1 GAL | AREZZIO | 5934302 | | 10 | | |
| 90 | OLIVE RIPE SLICED CALIF | 6 | #10 | LINDSAY | 342000.6 | | 10 | | |
| 91 | ORANGE MANDARIN SECT JUICE CUP | 36 | 4 OZ | DOLE | 4208 | | 40 | | |
| 92 | ORANGE MANDARIN SECT LIGHT SYR | 6 | #10 | INTLCLS | 210574865N | | 50 | | |
| 93 | PAN RELEASE, AEROSOL | 6 | 14 OZ | | | | 40 | | |
| 94 | PANCAKE MAPLE BURST MINI W/G | 72 | 3.17OZ | PILLSBY | 18000-37732 | | 200 | | |
| 95 | PANCAKE STWBRY SPLASH MINI | 72 | 3.17OZ | PILLSBY | 18000-37731 | | 30 | | |
| 96 | PASTA ELBOW 100% WHL GRAIN | 2 | 10 LB | BARILLA | 1000013342 | | 40 | | |
| 97 | PASTA ROTINI 100% WHL GRAIN | 2 | 10 LB | BARILLA | 1000013341 | | 40 | | |
| 98 | PASTA, SPAGHETTI, 100% WHL GRAIN | 2 | 10 LB | BARILLA | 1000-338005 | | 40 | | |
| 99 | PEACH DICED EXTRA LIGHT SYRUP | 6 | # 10 | DOLE | F2614610 | | 40 | | |
| 100 | PEANUT BUTTER IN A CUP | 36 | 4 OZ | PIERRE | 38900-03073 | | 40 | | |
| 101 | PEANUT DRY ROAST SLTD BLANCHED | 100 | 1.11OZ | | 90011 | | 80 | | |
| 102 | PEPPER JALAPENO SLI FIELD RUN | 3 | 2 LB | | 4645438 | | 20 | | |
| 103 | PEPPERONNI SLICED | 6 | #10 | ARMOUR | 950341 | | 20 | | |
| 104 | PICKLE CHIP DILL C/C POUCH PAK | 2 | 5 LB | ARMOUR | 2781522021 | | 40 | | |
| 105 | PINEAPPLE TIDBIT JCE BOWL | 6 | 5.75LB | HEINZ | 130006582000 | | 70 | | |
| 106 | PINEAPPLE TIDBIT JUICE | 36 | 4 OZ | DOLE | 419 | | 40 | | |
| 107 | PIZZA BREAKFAST TRKY SSG WG IW | 6 | 10# | TONYS | 35302.10002 | | 40 | | |
| 108 | PIZZA CHEESE 8X12 CHEESE BOTTOM CRUST, WHL GRN | 100 | 3.2OZ | WILDMIKE | 63913 | | 180 | | |
| 109 | PIZZA CHEESE WHOLE GRAIN, STUFF CRUST, 2M/JA AND 2WG | 40 | 12.0OZ | WILDMIKE | RM071 | | 170 | | |
| 110 | PIZZA PEPPERONI, WHOLE GRAIN, STUFFED CRUST REDUCED FAT TURKEY & PEPPERONI 2M/JA AND 2WG | 96 | 4.5OZ | GLARDI | 16272-20113 | | 130 | | |
| 111 | PIZZA BREAKFAST, WG, IW, MUST MEET 1 M/JA AND 1.5 WG | 96 | 4.5OZ | GLARDI | 16272-20114 | | 140 | | |
| 112 | POTATO FRY SWEET WAFFLE CUT | 1 | 128 CT | TONYS | 63912 | | 50 | | |
| 113 | POTATO MASHED PEARL LOW SOD VC | 6 | 2.5 LB | MCCAIN | MCF05074 | | 400 | | |
| 114 | POTATO SWEET 3/16X3/8 TRIM | 12 | 26.5OZ | BASICAM | 10426 | | 160 | | |
| 1015 | POTATO SWEET TATER PUFF | 5 | 3 LB | LAMB | L8000 | | 240 | | |
| 116 | PRETZEL ROD WHL WHEAT 51%WG | 6 | 2.5 LB | LAMB | L0094 | | 400 | | |
| 117 | QUESADILLA CHEESE & GREEN CHILE, IW, 2M/JA AND 2WG | 180 | 1 OZ | J&J SNIK | 31012 | | 100 | | |
| 118 | RAISIN SEEDLESS SEL | 48 | 4.4 OZ | LOSCABO | 45227 | | 360 | | |
| 119 | RAISINS, SEEDLESS, BULK | 144 | 1.5 OZ | | 10108855 | | 30 | | |
| 120 | | 1 | 5 LB | | | | 40 | | |

Bid Sheet 2017 - 2018

| ITEM # | Description | Pack | Size | Approved Brand | MPC Code | Alternate Brand / MPC | ESTIMATED USAGE 2017 - 2018 | COMMODITY ITEM | QUOTED PRICE |
|--------|--|------|--------|-----------------------|-------------|-----------------------|-----------------------------|----------------|--------------|
| 121 | RICE BROWN LONG GRAIN NATURAL | 1 | 25 LB | PRODUCK | B2PE25560 | | 100 | | |
| 122 | ROLL CINN MINI CINNI | 72 | 2.29OZ | PILLSBY | 133686000 | | 200 | | |
| 123 | SALAD FRUIT TROPICAL LT SYRUP | 6 | #10 | DOLE | 9082 | | 10 | | |
| 124 | SALSA FRESH MOLCAJETE ROJA | 3 | 4LB | DELREAL | 504-5 | | 50 | | |
| 125 | SALSA FRESH VERDE | 3 | 4LB | DELREAL | 501 | | 50 | | |
| 126 | SANDWICH CHICKEN GORDITA, 1W, 2M/MA AND 2WG | 96 | 4.37OZ | OELPASO | 43883 | | 100 | | |
| 127 | SANDWICH SUNFLOWER BUTTER AND GRAPE JELLY, WHOLE GRAIN, FULLY SEALED, 1 M/MA AND 1 WG | 96 | 2.8 OZ | SUNWSEF | 12228 | | 80 | | |
| 128 | SANDWICH, FULLY SEALED, 1M/1MA AND 1WG BIDDER TO PROVIDE FLAVORS AVAILABLE, PEANUT BTR ONLY | 72 | 2.8 OZ | ADVANCE | 92127 | | 520 | | |
| 129 | SANDWICH, TURKEY BREAST DELI AND CHEESE ON A WHOLE GRAIN FRENCH ROLL, FULLY SEALED, 2M/MA AND 2 WG | 48 | EA | ROSNSHR | TDC248WC | | 50 | COMMODITY | |
| 130 | SANDWICH, TURKEY HAM & CHEESE ON A FRENCH ROLL, FULLY SEALED, 2M/MA AND 2 WG | 48 | 4.5 OZ | ROSNSHR | SST10WC | | 50 | | |
| 131 | SAUCE BBQ | 4 | 1 GAL | GAYLES | 43901-22049 | | 60 | | |
| 132 | SAUCE BBQ CUPS | 100 | 1 OZ | BULLEYE | 39709 | | 50 | | |
| 133 | SAUCE ENCHILADA | 6 | #10 | LA VICT | 2505 | | 90 | | |
| 134 | SAUCE HOT PC 7GM | 1 | 200 PK | CHOLULA | WX3811 | | 40 | | |
| 135 | SAUCE HOT PKTS | 500 | 7 GR | TAPATIO | | | 40 | | |
| 136 | SAUSAGE ITALLIAN TOPPING PIZZA | 2 | 5 LB | AREZZIO | 68785-0071 | | 25 | | |
| 137 | SHELL TACO , 5.25" | 8 | 25 CT | CASASOL | 10114 | | 85 | | |
| 138 | SHELL, TOSTADA | 8 | 25 CT | ROMERO | TB16300 | | 85 | | |
| 139 | SIDEKICK FROZEN 100%JUICE, NO SUGAR ADDED, 4.4 OZ, BIDDER TO PROVIDE VARIETIES AVAILABLE | 84 | 4.4 OZ | RIDGEFIELD | | | 160 | | |
| 140 | SNACK BAR, GRANOLA, OATS AND HONEY, CRUNCHY, 1.25 WG | 4 | 36 CT | NAT VLY | 11582000 | | 350 | | |
| 141 | SNACK, CINNAMON OAT CRISPS, 1 WG | 120 | 1.2 OZ | NAT VLY | 48256 | | 120 | | |
| 142 | SNACK, GRAHAM CRACKER, BUNNY, ORGANIC, WHOLE GRAIN, 1WG | 100 | 1.25OZ | ANNIE'S | 600236000 | | 300 | | |
| 143 | SOUP BASE, CHICKEN | 1 | 5 LB | | | | 10 | | |
| 144 | SOY MILK, ASCEPTIC CARTONS. REQUIRE BOTH ORIGINAL & VANILLA. APPROVED AS MILK SUBSTITUTE FOR NATIONAL SCHOOL LUNCH PROGRAM | 18 | 8.25OZ | PACIFIC NATURAL FOODS | | | 20 | | |
| 145 | SPICE, CHILI POWDER | 5 | LB | | | | 8 | | |
| 146 | SPICE, CINNAMON | 5 | LB | | | | 8 | | |
| 147 | SPICE, CUMIN | 1 | 4.5 # | | | | 8 | | |
| 148 | SPICE, GARLIC POWDER | 1 | 5.25 # | | | | 8 | | |
| 149 | SPICE, GRANULATED GARLIC | 1 | 605 # | | | | 8 | | |
| 150 | SPICE, ONION POWDER | 1 | 5.25 # | | | | 8 | | |
| 151 | SPICE, ONION, DEHYDRATED FLAKES | 3 | LB | | | | 8 | | |
| 152 | SPICE, OREGANO, FLAKE | 1 | 1.75 # | | | | 8 | | |
| 153 | SPICE, PAPRIKA | 3 | LB | | | | 8 | | |
| 154 | SPICE, PARSLEY | 1 | 5 # | | | | 8 | | |
| 155 | SPICE, SALT, GRANULATED | 1 | 25# | | | | 8 | | |
| 156 | SPICE, PEPPER, GROUND | 1 | 5# | | | | 8 | | |
| 157 | SPICE, BASIL, FLAKES, DRY | 1 | 12 OZ | | | | 8 | | |
| 158 | SUGAR BROWN LIGHT | 24 | 1 LB | C&H | 404816 | | 8 | | |
| 159 | SUNFLOWER KERNEL HONEY RSTD | 150 | 1 OZ | PWRSNKS | 7220210 | | 80 | | |
| 160 | SUNFLOWER KERNEL RST SALTED | 150 | 1 OZ | PWRSNKS | 7220010 | | 30 | | |
| 161 | SUNFLOWER SEED SUNBUTTER | 200 | 1 OZ | SUNBTR | | | 20 | | |
| 162 | SYRUP PANCAKE CUP | 200 | 1 OZ | MRSBWTB | 78004632 | | 140 | | |

Bid Sheet 2017 - 2018

| ITEM # | Description | Pack | Size | Approved Brand | MPC Code | Alternate Brand/MPC | ESTIMATED USAGE 2017 - 2018 | COMMODITY ITEM | QUOTED PRICE |
|--------|--|------|---------|----------------|----------------|---------------------|-----------------------------|----------------|--------------|
| 163 | TAMALE CHEESE WHL GRAIN 1.25M/MA AND 2WG | 12 | 4 CT | DELREAL | 766 | | 60 | | |
| 164 | TAMALE CHICKEN IN GREEN SAUCE, 2M/MA AND 2WG | 12 | 4 CT | DELREAL | 783 | | 400 | | |
| 165 | TAQUITO CHKN WHL/GRN | 140 | 1.74 OZ | POSADA | 46580011 | | 600 | | |
| 166 | TOAST, FRENCH, STICKS, WHOLE GRAIN, CINNAMON GLAZED, 1 M AND 1.5 GRAIN | 100 | 2.9 OZ | SUNFRSH | 40067 | | 60 | COMMODITY | |
| 167 | TOAST, FRENCH, WHOLE GRAIN, WRAPPED, CINNAMON GLAZED 1M AND 1.5 GRAIN | 110 | 2.9 OZ | SUNFRSH | 40081 | | 80 | COMMODITY | |
| 168 | TOAST, FRENCH, WHOLE GRAIN, CINNAMON GLAZED 1M AND 1.5 GRAIN | 130 | 2.9OZ | SNFRESH | 40080 | | 40 | COMMODITY | |
| 169 | TOMATO CRUSHED ALL PURP | 6 | #10 | AREZZIO | 1773300899 | | 40 | | |
| 170 | TOMATO DICED IN PUREE XS CAL | 6 | #10 | | 1750000906 | | 10 | | |
| 171 | TOMATO PASTE | 6 | #10 | | | | 10 | | |
| 172 | TOMATO SAUCE | 6 | #10 | | | | 10 | | |
| 173 | TORTILLA CORN SOPES 2OZ | 12 | 10 CT | DELREAL | 6055 | | 100 | | |
| 174 | TORTILLA FLOUR BEAN & CSE PUP | 8 | 5 CT | DELREAL | 705 | | 200 | | |
| 175 | TUNA LIGHT SKI/PACK POUCH PACK | 6 | 43 OZ | | 29511SY | | 30 | | |
| 176 | TURKEY BREAST SLICED, OVEN ROASTED, .5OZ PER SLICE | 12 | 1 LB | JENNIEO | 2099 | | 30 | COMMODITY | |
| 177 | TURKEY BREAST, SHREDDED | 4 | 5 Lb | JENNIEO | 220120 | | 30 | COMMODITY | |
| 178 | TURKEY FRANK, SMOKED, REDUCED SODIUM, FULLY COOKED 8/LB | 4 | 5LB | JENNIEO | 612620 | | 210 | | |
| 179 | TURKEY GROUND RAW THIGH COMM | 4 | 5 LB | JENNIEO | 205135 | | 500 | COMMODITY | |
| 180 | TURKEY HAM, SLICED, .5 OZ PER SLICE | 12 | 1 LB | JENNIE O | | | 30 | COMMODITY | |
| 181 | TURKEY SHREDDED GRAVY, FULLY COOKED | 4 | 7 # | JENNIEO | 284728 | | 300 | COMMODITY | |
| 182 | VINEGAR WHITE 50 GRAIN DISTILLED | 4 | 1 GAL | FOUR MONKS | 911123 | | 16 | | |
| 183 | WAFFLE MAPLE MADNESS MINI, 1W, 2WG | 72 | 2.47OZ | PILLSBY | 132265000 | | 300 | | |
| 184 | WAFFLE, WHOLE GRAIN, 1WG, BULK | 144 | 1.4OZ | AUNTJEM | 1960043577 | | 260 | | |
| 185 | WATER SPRING | 6 | 1GAL | NIAGARA | NDW1GP5P5PCHB | | 30 | | |
| 186 | WATER SPRING RTD | 35 | 16.9OZ | NIAGARA | NDW05L35P5PCHN | | 450 | | |
| 187 | WATER SPRING RTD | 48 | 8OZ | NIAGARA | NDW8OZ2X24PSPC | | 120 | | |
| 188 | YOGURT STRAWBERRY PARFAIT POUCH | 6 | 4 LB | YOPLAIT | 16631000 | | 180 | | |
| 189 | YOGURT, VANILLA PARFAIT POUCH | 6 | 4 LB | YOPLAIT | 16632000 | | 500 | | |
| 190 | YOGURT, INDIV SERVINGS, MUST MEET SMART SNACK REQUIREMENTS, FLAVORS TO BE PROVIDED | 8 | OZ | | | | 300 | | |
| 1 | APRON POLY EMBSD WHT 28X46 COM | 5 | 100 CT | | | | 30 | | |
| 2 | BAG BUN PAN HI-D CLR W/TIE | 1 | 200CT | | 303679994 | | 30 | | |
| 3 | BAG PLAS 18X24 HI-DEN CLR | 1 | 250CT | | 303679986 | | 30 | | |
| 4 | BAG PLAS RECLOSE GAL XX-HEAVY | 1 | 250CT | | 304985530 | | 80 | | |
| 5 | BAG PLAS RECLOSE QRT 7X8 XXHY | 1 | 500CT | | 304985520 | | 50 | | |
| 6 | CLEANSER PWDR OXY BLEACH RTU | 12 | 21 OZ | KEYSTON | 6100783 | | 8 | | |
| 7 | COVER BUN RACK CLR ROLL | 1 | 50CT | | 303679973 | | 50 | | |
| 8 | DEFERAGENT POT/PAN LIQ BLUE RTU | 2 | 1GAL | KEYSTON | 6100046 | | 8 | | |
| 9 | FILM PVC ROLL 2000FT | 1 | 18" | | 9063 | | 8 | | |
| 10 | FOIL ALUMN ROLL STD WGT 1000 FT | 1 | 18" | | W69317 | | 8 | | |
| 11 | HAIRNET NYLON LRG BLK LT WGT | 10 | 144 ct | | 305113002 | | 8 | | |
| 10 | PAD SCOUR MED DTY GRN 6X9 | 1 | 20 CT | NIAGARA | 96NP | | 20 | | |

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| 13 | PAD SCRUB STNLS 50GR 1.75OZ | 1 | 12CT | | SYS-304-PB | | 20 | | |
| 14 | SANITIZER MULTI QUAT LIQ | 2 | 1GAL | KEYSTON | 6100181 | | 16 | | |
| 15 | SPONGE SCRUB GRN 6.25X3.5 | 1 | 20 CT | NIAGRA | 74NP | | 25 | | |