

REQUEST FOR PROPOSAL
OF
NON-COMMODITY FOOD AND NON-FOOD ITEMS

2023-2024 SCHOOL YEAR

FOR

TRACY UNIFIED SCHOOL DISTRICT



BRANDY CAMPBELL
DIRECTOR OF FOOD SERVICES
TUSD FOOD SERVICE OFFICE
1875 W. LOWELL AVENUE
TRACY, CALIFORNIA 95376
TELEPHONE: (209) 830-3255
FAX: (209) 830-3259
Email: bcampbell@tusd.net

Tracy Unified School District
Request for Proposal of
Non-Commodity Food and Non-Food Items

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Product List for Bid:

Exhibit A – Fresh Bread

Exhibit B – Fresh Milk

Exhibit C – Fresh Produce

Exhibit D – Fresh Baked Pizza

Exhibit E – Frozen Yogurt

Exhibit F – Grocery Items, Chemicals & Paper Goods

Exhibit G – Delivery Locations

NOTICE INVITING BIDDERS

NOTICE IS HEREBY GIVEN THAT the Tracy Unified School District (hereinafter referred to as "District", acting by and through its Governing Board, invites qualified suppliers to submit responses for the Request for Proposal (RFP) of Non-Commodity Food and Non-Food Items.

Proposals shall be **sealed** and **clearly marked with TUSD FOOD SERVICES REQUEST FOR PROPOSAL FOR NON-COMMODITY FOOD AND NON-FOOD ITEMS FOR THE 2023-2024 SCHOOL YEAR**, and received up to, but no later than **2:00 PM, April 21, 2023**, and shall be received at:

**TRACY UNIFIED SCHOOL DISTRICT
FOOD SERVICES OFFICE
1875 W. LOWELL AVE.
TRACY, CA 95376**

Proposals will be received at the above stated time and place, however, no commitment will be made at that time until all proposals are evaluated for pricing, specifications and other pertinent information. Any nonconforming or incomplete proposal may be rejected. Bidders must comply with the instructions contained in the proposal package. It shall be the full responsibility of all bidders to ensure that sealed proposals are delivered to the above office by the time and date stated. *Facsimile (FAX) copies or E-mail of the proposal will not be accepted.* The District will not be responsible for late deliveries by U.S. mail or any other means.

All proposals shall be made on form(s) furnished by the DISTRICT. Proposals must conform with and be responsive to the contract documents, copies of which are on file and may be obtained from the office of the Food Services Department or accessible on our website at <https://www.tusdfoodservices.com>.

All questions regarding the RFP shall be submitted in writing to Brandy Campbell, Director of Food Services via email to bcampbell@tusd.net.

The District reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in any proposals or in the RFP process. No bid, or any portion thereof, may be withdrawn for a period of ninety (90) days after bid opening.

Dated: March 17, 2023

Publication Dates: March 24, 2023 & March 31, 2023

GENERAL TERMS AND CONDITIONS

1. Preparation of the Bid Form

The DISTRICT invites bids on the form attached to be submitted at the time and place stated in the Notice Inviting Bidders. Bids shall be submitted on the prescribed Bid forms, completed in full. All bid items and statements shall be properly filled out. Bidder shall fill out the yellow highlighted sections of Exhibits A-F: Products List for Bid. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in blue ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder.

2. Form and Delivery of Bids

The bid shall be made on the Bid Forms provided (Exhibits A-F: Products List for Bid), and the complete bid, together with an electronic copy (flash drive or CD with unprotected Excel File of Exhibits A-F: Products List for Bid – Not PDF) of the bid forms and any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered to the Food Services Department of the District, address: 1875 W. Lowell Ave., Tracy, CA 95376, and must be received on or before the time set forth in the Notice Inviting Bidders. The envelope shall be plainly marked with the bidder's name, the Contract designation (REQUEST FOR PROPOSAL FOR NON-COMMODITY FOOD AND NON-FOOD ITEMS), and the date and time that the proposal is due. It is the bidder's sole responsibility to ensure that its bid is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

NOTE: 'Exhibits A-F: Products List for Bid' must be completed and submitted with bid IN WRITTEN FORM AND IN ELECTRONIC FORM (Unprotected Flash Drive or CD).

3. District Requirements

The quantity shown is the estimate of consumption for the contract period, and is intended as a guide only. The District is not obligated to purchase the amount shown. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. If at any time the successful bidder(s) should fail or be unable for any reason to provide items and in the volume as needed by the District, the District reserves the right to acquire as necessary from other sources during the life of the contract.

The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period.

4. Brand Name and Manufacturer Code

Where brand names and models of their "equal" are identified, such reference is not intended to be restrictive but is for the sole purpose of indicating to prospective bidders a description of the articles required.

Substitution after the award will not be permitted.

If bidding on a brand different from the item specified, and/or manufacturer code different than the item specified, the bidder(s) shall state the brand name and manufacturer code in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and manufacturer code specified in the bid form.

5. Prices

Quoted prices must include all delivery charges and surtaxes. No extra charges will be allowed. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid except by written approval and acceptance by the District and confirmed a minimum of thirty (30) days in advance. If pricing changes, the vendor needs to give the District a thirty (30) day written notice.

6. Taxes

The District shall not be responsible for any taxes or surcharges of any kind with the exception of sales tax or use tax where applicable. Applicable taxes shall be added by the vendor to the invoices(s), and shall not be included in the bid.

7. Whole Grain

All grain items quoted must contain 100 percent whole grain or a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50 percent is whole grain. The remaining 50 percent or less of grains, if any, must be enriched.

8. Trans-Fat

Any item containing trans-fat will not be accepted.

9. Smart Snacks in Schools

Any item not meeting Smart Snacks in School requirements **must** be noted as such.

10. Milk and Milk Products

Class 1 milk product bid prices must be expressed as the monthly minimum price established by the California Department of Food and Agriculture, plus a percentage margin. Prices must be expressed in prices rounded to four decimal places. Vendors can access class price information at <http://www.cdfa.ca.gov/dairy>.

11. Domestic Origin

Items of foreign origin must be so indicated, in accordance with the provisions of Chapter 226 of the 1933 Statutes of the State of California and California Public Contract Code Section 3410. Your signature to this document will be taken as your certification that all manufactured articles, processed foods, produce, materials and supplies not so indicated have been made, grown or produced in the United States or its insular possessions from articles, materials or supplies mined, grown, produced or manufactured as the case may be, in those areas.

12. Buy American

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for the Program meals. A 'domestic commodity or product' is defined as one that is produced in the U.S. and is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing in accordance with the requirements above. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications; Price of the domestic food alternative substitute(s); and Availability of the domestic alternative substitute(s) in the relation to the quantity ordered.
- Reason for the exception; limited/lack of availability or price (include price): Price of the domestic food product; and Price of the non-domestic product that meets the required specification of the domestic product.

The District requires that suppliers certify the food product was processed in the U.S. and certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to us.

Supplier may use following language to provide the District with Buy American certification: "We certify that (insert commodity or product name) was produced and processed in the U.S. and contains over 51% of its agricultural food component, by weight or volume, from the U.S."

13. China Prohibition Certification

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

Supplier may use following language to provide the District with China Prohibition Certification: "We certify that (insert product name) did not use federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. Furthermore, items bid on in this proposal do not contain raw or processed poultry products that are imported into the United States from the People's Republic of China."

14. Signature

Bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign on behalf of the bidder, and must be in permanent blue ink.

15. Modifications

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for

in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid.

16. Withdrawal of Bids

Any bid may be withdrawn, either personally, by written request, or by telegraphic request at any time prior to the scheduled closing time for receipt of bids. All requests for bid withdrawal must be accompanied with a power-of- attorney or other proof acceptable to the DISTRICT, which authorizes the individual requesting the bid withdrawal to so act on behalf of the bidder.

17. Method of Awarding Contract

District reserves the right of determination that items bid meet or do not meet bid specifications. District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The contract will be awarded to the lowest responsive and responsible bidder(s). Vendors must offer products and services meeting the District's specifications and be capable of delivering quality of goods and services as required without minimum quantities. Award of this bid shall be made by individual line item or groups of line items, and based on usage, to the lowest-priced responsible bidder (for each item or group) who is fully responsive to the terms of this solicitation. The Director of Food Services reserves the right to reject any or all written bids, or waive any irregularity or any written bid. Equal bids: when bids are equal they shall be awarded by drawing of lots and shall be witnessed by three (3) impartial observers.

The District will award based on the following criteria:

Price:	35%
Product Specifications:	30%
References/Past Experience:	20%
Taste/Visual Appeal/Acceptability:	15%

Definition of Criteria:

Price – Price will be determined by per serving cost.

Product Specifications – Meets all specifications as defined by bid specifications.

References/Past Experience – Manufacturers capable of performing successfully under the terms and conditions of the contract. This would include competent personnel, reliable transport, filling orders in full without backorders, on time deliveries, accurate invoicing and pricing, and easy and prompt communication.

Taste/Visual Appeal/Acceptability – Product must be appealing to the customer, provide best taste and visual appeal under normal school cafeteria conditions and provide appropriate servings/yield to product specifications.

18. Contract Renewal

Contract term is one (1) year, effective July 1, 2023 through June 30, 2024. Contract may be extended upon mutual consent of District and vendor for one (1) additional year, up to

three (3) consecutive years in accordance with provisions contained in the Education Code, Sections 17596 (K-12). This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the vendor, in writing, thirty (30) days prior to the expiration of the contract, in accordance with provisions contained in the Education Code, Sections 17596 (K-12).

19. Forfeiture for Failure to Execute Contract

In the event the bidder to whom an award is made fails or refuses to execute the contract within five calendar days from the date receiving notification that they are the bidder to whom the contract is awarded, District may award the work to the next lowest bidder, or may call for new bids.

20. Delivery

See EXHIBIT G for delivery locations (subject to change). All bids on items shall be F.O.B. school district. No charge for packing, draying, postage, fuel, express, or for any other purpose will be allowed over and above the prices bid.

Upon award of bid, supplier shall keep sufficient stocks of awarded product and service material to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed items.

If the successful bidder is unable to supply any product listed herein, the district may purchase such a product at a fair market value from another source.

No temporary substitution of products will be allowed without permission from the Director of Food Services, Food Services Coordinator or Secretary to the Director of Food Services.

All products shall conform to provisions set forth in Federal, State, County, and City laws for their production, handling, processing, marketing, and labeling. In the event of off-flavor damage, or items found to be unsatisfactory for consumption, the Contractor shall replace items promptly or issue credit to the District at the Districts discretion.

21. Lead Time and Special Order Items

If any item(s) require a lead-time beyond two (2) weeks or is a special order (non-stocked) item, **Bidder must indicate on the bid form in the column provided.**

22. Age and Condition of Items

Stock shall be fresh, sound, prepared in properly equipped plants under modern sanitary conditions in accordance with the best commercial practice, and free from decay, discoloration or foreign matter. Containers must be sound, clean, sturdy and sealed. Opened or damaged packages will not be accepted. Packages must have uniform identifying labels placed on the container. Brand, manufacturer code, and count must be clearly identified on master cases and boxes within master cases. All products must have a visible freshness date/code.

23. Inspection of Products Furnished

All items furnished shall be subject to inspection and rejection by the District for spoilage, defects, or non-compliance with the specifications. If a product is rejected at the time of

delivery, it must be removed from the place of delivery at once without expense to the District, and shall be replaced with satisfactory items or a credit to the District. A corrected invoice or credit memo shall be sent to the District.

24. Warehouse and School Site Deliveries

School Site delivery times are 6:45 am – 10:45 am

Warehouse delivery times are 7:00 am – 3:00 pm

TUSD Food Service Warehouse
1975 W. Lowell Ave.
Tracy, CA 95376
209-830-3255

West High School
1775 W. Lowell Ave.
Tracy, CA 95376

Kimball High School
3200 Jaguar Run
Tracy, CA 95377

Tracy High School
315 E. 11th Street
Tracy, CA 95376

Williams Middle School
1600 Tennis Lane
Tracy, CA 95376

Monte Vista Middle School
751 W. Lowell Ave.
Tracy, CA 95376

25. Invoices and Payments

The contractor shall provide itemized invoices in duplicate to the name and address listed on the cover page of this document. Invoices for purchases at the delivered price are not due and payable until delivery of product and do not constitute an obligation by the District until the month following the month for which charges accrue. The District shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due thirty (30) days from the date the items are received and accepted by the District, or thirty (30) days from the date a correct invoice is received in the above office, whichever is later. The vendor must provide two copies of each delivery invoice. The vendor will inform the District of any special discounts for payment received within a ten day (10) period. Contractor shall furnish a recap of items purchased upon request.

26. Authorized Purchase Agents

The Director of Food Services, Food Services Coordinator, Secretary to the Director of Food Services, and Food Service Supervisors are the only authorized purchase agents for the District.

27. Delay Due to Unforeseen Circumstances

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include Acts of God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations superimposed after the fact.

28. Recall Plan

To ensure the safety to our students, vendor must communicate all product recall information in a timely manner and plan pick up and reimbursement if necessary. Provide information on your company's policy for handling recalled product.

29. Safety Data Sheets

For all products requiring a Safety Data Sheet – The District requires that a Safety Data Sheet accompany all orders at the time of delivery.

30. HACCP

Bidders must provide HACCP plan, designee and certification letter with bid.

31. Anti-Discrimination

It is the policy of the District that in connection with all work performed, materials purchased or supplies provided under any contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex (including gender identity and sexual orientation), disability, age or marital status. The vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code section 1410 and Labor Code section 1735. In addition, the vendor agrees to require like compliance by any sub-vendors employed on the work by them.

32. Compliance with Laws

Seller shall in the performance of work under district's order fully comply with applicable federal, state and local laws and regulations, and shall indemnify and hold District harmless from any liability, cost or expense (including without limitation District's court costs and reasonable attorney's fees) resulting from seller's failure of compliance. Seller agrees upon request to furnish District with a certification of compliance with respect to any or all such laws and regulations in such form as District may require. Should seller fail to comply with any law(s) the District may terminate the agreement without notice.

33. Contractor is Not an Officer, Employee or Agent of the District

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

34. Equal Employment Opportunity

In connection with the execution of this contract, bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex (including gender identity and sexual orientation), and disability. The bidder shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, national origin, age, sex (including gender identity and sexual orientation), and disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

35. Termination for Default

If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all

damages which may be sustained thereby, or on account of the failure or neglect of said Contractor 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 agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

36. Termination of Agreement for No Cause

District MAY TERMINATE THIS Agreement at any time by giving the Contractor 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. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the DISTRICT.

37. Assignment of Contract

The successful vendor shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the terms appearing on this bid, which may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of TUSD Governing Board. Notice is hereby given that the District will not honor any assignment made by the vendor unless the consent in writing, as indicated above, has been given.

38. Next Best Bidder

If the successful bidder withdraws its proposal or fails or refuses to execute the Service Contract or to perform in accordance with its terms, the District may award the Contract to the bidder(s) with the next best proposal.

39. Addenda or Bulletins

Any addenda or bulletins issued by the District during the time soliciting bid or forming a part of the bid loaned to the vendor for the preparation of this bid shall be covered in the bid and shall be made a part of the contract.

40. Contingencies and Changes

Bids shall be firm and not made contingent upon events or engineering which will not have occurred until after the bid is awarded.

41. Additional Items

During the term of this agreement, as the need for other products arises or new products are developed, the District reserves the right to add items to this agreement. The price of such items shall be negotiated between the District and the Vendor and shall be subject to the terms and conditions of this agreement.

42. Tobacco-Free and Drug-Free District

The District has been designated as a Tobacco-Free and Drug-Free District. Tobacco (smoked or smokeless) or drug use is prohibited at all times on all areas of District property. Successful bidders shall submit the Alcohol and Tobacco-Free Certification as well as the Drug-Free Workplace Certification included with the RFP.

43. IRS Requirements

The District shall view the legal position of the bidder as an "independent contractor" and that all persons employed to furnish services are employees of the bidder and not of the District.

a)The District shall not be liable for any of the contractor's acts or omissions performed under the contract to which the bidder is party.

b)The bidder will complete IRS form W-9 providing tax payer identification number and also indicate whether bidder is a corporation, sole-proprietor, partnership, individual, etc. This form must be on file with the District within sixty (60) days from the date of the contract start date.

44. Fingerprinting Requirement

Successful bidders shall submit, a fully executed "Fingerprinting & Criminal Background Check Certification" form. Although Education Code 45125.2(a) (3) provides an option regarding District surveillance, the District does not provide this as an option to the Contractor. California Education Code Section 45125.1 requires entities providing services to the District to ensure the safety of pupils where employees of the entity or subcontractors will have contact with pupils. Therefore, Contractor shall certify that methods are being undertaken to ensure the pupils' safety. Certification must be accomplished by the completion of the "Fingerprinting & Criminal Background Check Certification" form which is provided in the RFP Documents.

45. Protests

If the bidder protests the award of a contract, he/she should contact the District by contacting Brandy Campbell at bcampbell@tusd.net. The District will respond within thirty (30) days.

46. Insurance Requirements

Limited Indemnification and Hold Harmless: CONTRACTOR and its agents, officers and employees shall defend, indemnify, and hold harmless TUSD, its elected and appointed officers, agents, employees, volunteers, contractors and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which TUSD, its selected and appointed officers, agents, employees, volunteers, contractors and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of CONTRACTOR in the performance of and in accordance with the terms of the Agreement entered into between CONTRACTOR and TUSD. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

Commercial General Liability Insurance: CONTRACTOR shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by CONTRACTOR. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that

such carriers will have a financial rating of at least "All" status as rated in the most recent edition of Best's Insurance Reports or as amended agreement between TUSD and CONTRACTOR. All policies shall contain a provision requiring thirty (30) days written notice to be given to TUSD prior to cancellation, modification, or reduction of limits.

Additional Insured Endorsement: TUSD, its elected and appointed officers, agents, employees, volunteers, contractors and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "TUSD, its elected and appointed officers, agents, employees, volunteers, contractors and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement."

Primary Insurance Endorsement: In addition to the "Additional Insured" as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Such insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the TUSD, its elected and appointed officers, agents, employees, contractors and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."

Limitation of Commercial, General Liability and Property Damage Insurance: Total limits shall be no less than one million (\$1,000,000.00) dollars on a per occurrence basis for all coverage's and two million (\$2,000,000.00) dollars general aggregate.

Certificate of Insurance: Prior to commencing services pursuant to this Agreement, CONTRACTOR shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of CONTRACTOR'S insurance provider. Such certificate shall include the Endorsements described in this Agreement as attachments.

Workers' Compensation: CONTRACTOR shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the Agreement." Prior to commencing services pursuant to this Agreement, CONTRACTOR shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, or an insurance certificate executed by a duly-authorized agent of CONTRACTOR'S insurance provider.

Injury and Illness Prevention: CONTRACTOR shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "CONTRACTOR is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement." The Injury and Illness Prevention Plan shall be available to TUSD upon request.

47. Entire Agreement

The complete Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Agreement, exists between

the parties. This Agreement and the Contract can be modified only by an agreement in writing, signed by both parties and pursuant to action of the Governing Board.

48. Authority

Each person executing this agreement warrants that he or she has the authority to so execute this agreement and that no further approval of any kind is necessary to bind the parties hereto.

LIST OF REQUIRED SUBMITTALS

REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS FOR THE 2023-2024 SCHOOL YEAR

NOTE: The following items must be filled in completely with appropriate signatures and submitted with your bid. Failure to submit any of the required materials will be non-responsive to the bid requirements and may be grounds for disqualification.

1. Exhibits A-F: Products List for Bid
2. Electronic copy (Flash Drive or CD) of bid documents (Exhibits A-F in Excel format as provided by District)
3. Signature Page
4. Noncollusion Declaration
5. Information Required of Bidder
6. List of References
7. Worker's Compensation Certification
8. Alcohol and Tobacco Free Certification
9. Drug-Free Workplace Certification
10. Fingerprinting & Criminal Background Check Certification
11. Debarment, Suspension, and Other Responsibility Matters
12. Certification Regarding Lobbying
13. Disclosure of Lobbying Activities and Instructions

SIGNATURE PAGE

REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS FOR THE 2023-2024 SCHOOL YEAR

TRACY UNIFIED SCHOOL DISTRICT

FOOD SERVICES DEPARTMENT

1875 W. LOWELL AVENUE

TRACY, CALIFORNIA 95376

NOTICE IS HEREBY GIVEN that written Requests for Proposal are being requested from Tracy Unified School District Food Services Department, for Non-Commodity Food and Non-Food Items for the 2023-2024 school year. The written proposals must be sealed and will be received up to 2:00 p.m. on April 21th, 2023.

ALL written proposals must be made on forms obtained from the Food Services Office, Tracy Unified School District and signed by the vendor.

WE, the undersigned, have reviewed the General Terms and Conditions as outlined in the Requests for Proposal for Non-Commodity Food and Non-Food Items as specified by Tracy Unified School District Food Services Department.

WE, the undersigned, agree to furnish the product specified at the quoted price and to comply with conditions of this RFP Document.

IT IS UNDERSTOOD that in the event we should fail to provide the products specified at the quoted price, and/or fail to comply with the conditions as stated in the RFP Document, the district reserves the right to cancel any contract.

Original Signature

Name & Title (print) Date

Vendor Name

Address

Telephone Number/FAX number

NONCOLLUSION DECLARATION

REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS FOR THE 2023-2024 SCHOOL YEAR

(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of 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].

Signature of Officer

Typed Name of Officer

Office

INFORMATION REQUIRED OF BIDDER

General Information

Bidder shall furnish the following information. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to Bidder's firm and any of its officers, directors, shareholders, parties and principals.

1. Firm name and address:

2. Telephone: _____ Fax: _____

3. Type of firm: (Check one)

Individual ___ Partnership ___ Corporation ___ Joint Venture ___

4. If Bidder's organization is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's Name: _____
- d. Vice-president's Name(s) _____
- e. Secretary's Name _____

5. If Bidder is an individual or a partnership, answer the following:

- a. Date of Organization: _____
- b. Name and Address of all partners (state whether general or limited partnership):

6. If Bidder's organization is other than a corporation or partnership, describe organization, name principals, and include titles, if any:

7. Number of years as a vendor of the products/services of this type: _____

8. Have you been assessed liquidated damages for any project in the past three years?
If Yes, Explain: _____
9. Have you been in litigation on a question relating to your performance on a contract during the past three years? _____

If "Yes," explain, and provide case name and number:

LIST OF REFERENCES

The following information should contain persons or entities familiar with Bidder's work. Bidders must be able to list three references verifying responsiveness and responsibility in delivery and product availability:

Reference 1		
Name of Agency		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Type of Equipment/Supplies or Other Services Provided		
Contract Amount		
Reference 2		
Name of Agency		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Type of Equipment/Supplies or Other Services Provided		
Contract Amount		
Reference 3		
Name of Agency		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Type of Equipment/Supplies or Other Services Provided		
Contract Amount		

WORKERS' COMPENSATION CERTIFICATION
REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS
FOR THE 2023-2024 SCHOOL YEAR

Labor Code section 3700 states as follows:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure 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.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of section 3702."

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

In signing below, VENDOR covenants that it has complied with the signature requirements described in the General Terms and Conditions of the RFP.

(Proper Name of Vendor)

By: _____

(Signature of Authorized Signor)

(Title of Signor)

By: _____

(Signature of Authorized Signor)

(Title of Signor)

(In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Contract.)

DRUG-FREE WORKPLACE CERTIFICATION
REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS
FOR THE 2023-2024 SCHOOL YEAR

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

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

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (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 that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

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

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

In signing below, VENDOR covenants that it has complied with the signature requirements described in the General Terms and Conditions of the RFP.

VENDOR

Date: _____

By: _____

Name/Title: _____

Date: _____

By: _____

Name/Title: _____

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS FOR THE 2023-2024 SCHOOL YEAR

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Independent Contractor Agreement for Services (“Agreement”) between the Tracy Unified School District (“District”) and _____ (“Contracting Party”):

One of the boxes below must be checked with regard to Contracting Party and Contracting Party’s personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) (“Contracting Party’s Personnel”) and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party’s Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

- Contracting Party/Contracting Party’s Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:
 - The services provided by Contracting Party/Contracting Party’s Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]
 - Contracting Party/Contracting Party’s Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil’s parent/guardian. Enter details of parental supervision:

 - Contracting Party/Contracting Party’s Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

- Contracting Party is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil’s parent, guardian or District employee, and in

accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.

- Contracting Party is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contracting Party performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contracting Party's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contracting Party's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement. A list of Contracting Party's Personnel is attached hereto as Attachment A.

Date: _____

Contracting Party: _____

Signature: _____

Print Name: _____

Title: _____

**DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**
REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS
FOR THE 2023-2024 SCHOOL YEAR

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

- A. The participant or respondent certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Participant or Respondent Company Name

Non-Commodity Food and Non-Food RFP 23-24
Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s) Date

CERTIFICATION REGARDING LOBBYING
REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS
FOR THE 2023-2024 SCHOOL YEAR

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE: _____

Signature(s)

Date

Disclosure of Lobbying Activities

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

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, <i>if applicable</i> : _____	
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 SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a 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-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

EXHIBIT G

REQUEST FOR PROPOSAL OF NON-COMMODITY FOOD AND NON-FOOD ITEMS FOR THE 2023-2024 SCHOOL YEAR

Delivery Locations for Tracy Unified School District

<u>Elementary Schools</u>	<u>Location</u>	<u>Kitchen #</u>
Bohn	350 East Mt. Diablo, Tracy, CA 95376	830-3302
Central	200 W. Eaton Ave., Tracy, CA 95376	830-3305
Freiler	2421 W. Lowell Ave., Tracy, CA 95376	830-3311
Hirsch	1280 Dove Dr., Tracy, CA 95376	830-3314
Jacobson	1750 W. Kavanaugh, Tracy, CA 95376	830-3318
Kelly	535 Mabel Josephine Dr., Tracy, CA 95377	830-3392
McKinley	800 W. Carlton Way Tracy, CA 95376	830-3322
North	2875 Holly Drive, Tracy, CA 95376	830-3352
Poet Christian	1701 S. Central Ave., Tracy, CA 95376	830-3327
South/West Park	550 W. Mt. Diablo Ave., Tracy, CA 95376	830-3330
Villalovoz	1550 Cypress Drive, Tracy, CA 95376	830-3333
<u>Middle Schools</u>		
Monte Vista	751 W. Lowell Ave., Tracy, CA 95376	830-3343
Williams*	1600 Tennis Lane, Tracy, CA 95376	830-3348
<u>High Schools</u>		
Kimball High	3200 Jaguar Run, Tracy, CA 95377	832-6608
Tracy High	315 E. 11 th St., Tracy, CA 95376	830-3368
West High*	1775 W. Lowell Ave., Tracy, CA 95376	830-3378
Stein & DR	650 W. 10 th St., Tracy, CA 95376	830-3395x8439
<u>Warehouse</u>		
Food Service Warehouse	1975 W. Lowell Ave., Tracy, CA 95376	830-3255/x1209

* Denotes Central Kitchens

Fresh Bread and Bakery Products	Est Annual Usage	Gold Star		Pack	Size	Purchase Unit	Distributor's Product Code #	Lead time Special Order (Non-stocked)	Bimbo		Pack	Size	Purchase Unit	Distributor's Product Code #	Lead time Special Order (Non-stocked)
Delivery is to be made 2-3 times per week to five (5) kitchens: Kimball, Monte Vista, Tracy High, West High and Williams															
HAMBURGER BUNS, 51% WG, WHITE WHEAT, NO SEEDS	21,300	\$ 2.78	\$ 59,214.00	12	2.07 OZ	PACK	6000054	7 DAYS	\$2.70	\$57,510.00	12 ct	2oz	PACK	3447	7 Days

**2023-24 TRACY UNIFIED SCHOOL DISTRICT
Fresh Bread Award Analysis**

EVALUATION CRITERIA (100 POINTS TOTAL)	GOLDSTAR	BIMBO BAKERIES
Taste/Visual Appeal/Acceptability (15 points)	15	15
References/Past Experience (20 points)	20	20
Product Specifications (30 points)	30	30
Cost (35 points)	30	35
TOTAL	95	100

Gold Star:
minus 5 points cost

DAIRY PRODUCTS	Estimated Annual Usage	Pack	Size	Purchase Unit	Crystal Creamery		Daylight	
Milk: Cases cannot exceed 50 cartons								
HOMOGENIZED, CHOCOLATE, GRADE A, FAT-FREE, CARDBOARD CONTAINER 1/2 PINT	775,000	50	8 OZ	CARTON	0.4000	\$310,000.00	0.3598	\$278,845.00
HOMOGENIZED, WHITE, GRADE A, 1%, CARDBOARD CONTAINER, 1/2 PINT	375,000	50	8 OZ	CARTON	0.3561	\$133,537.50	0.3735	\$140,062.50
Miscellaneous Dairy								
SOUR CREAM, LOW FAT	500	6	PINT	CASE	2.4873	\$1,243.65	17.8000	\$8,900.00
SOUR CREAM, LOW FAT	5	2	5#	CASE	10.0333	\$50.17	24.1000	\$120.50
						\$444,831.32		\$427,928.00

**2023-24 TRACY UNIFIED SCHOOL DISTRICT
Fresh Milk Award Analysis**

EVALUATION CRITERIA (100 POINTS TOTAL)	CRYSTAL CREAMERY	DAYLIGHT
Taste/Visual Appeal/Acceptability (15 points)	15	15
References/Past Experience (20 points)	20	20
Product Specifications (30 points)	30	20
Cost (35 points)	30	35
TOTAL	95	90

White Milk

calories	120	120
fat	2.5	2.5
sodium	110	160
protein	10	10
sugar	13	15

Chocolate Milk

calories	120	120
fat	0	0
sodium	170	200
protein	9	8
sugar	20	missing info

Crystal:

minus 5 points cost

Daylight:

minus 10 points product specs, higher sodium and missing sugar info

2023-24 TRACY UNIFIED SCHOOL DISTRICT RFP
Fresh Produce Award Analysis

EVALUATION CRITERIA (100 POINTS TOTAL)	GOLD STAR	SYSKO	DAYLIGHT FOODS	FRESH POINT	GENERAL PRODUCE	COAST TROPICAL	AG LINK
Taste/Visual Appeal/Acceptability (15%)	15	15	15	15	15	15	15
References/Past Experience (20%)	20	20	20	20	20	20	20
Product Specifications (30%)	30	30	30	30	30	30	25
Cost (35%)	30	20	35	15	25	20	25
TOTAL	95	85	100	80	90	85	85

Gold Star:
 minus 5 points cost

Sysco:
 minus 15 points cost

Fresh Point:
 minus 20 points cost

General Produce:
 minus 10 points cost

Coast Tropical:
 minus 15 points cost

Ag Link:
 minus 5 points product specs, no bid on seven items
 minus 10 points cost

<i>Pizza, Baked Fresh, Whole Grain, Delivered to School Sites</i>	<i>Est Usage Cheese</i>	<i>Est Usage Pepperoni</i>	<i>Meal Pattern</i>	<i>Size</i>	<i>Product Code #</i>	<i>Pizza Guys Cheese</i>	<i>Pizza Guys Pepperoni</i>		<i>Product Code #</i>	<i>Papa John's</i>		<i>Product Code #</i>	<i>Domino's</i>	
Delivery information: o West High: Deliver once each day. o Williams Middle School & Monte Vista Middle School: Deliveries two days per week, once each day. Delivery must be made at least 30 minutes before lunch service. o Stein: Delivery one day per week (at least) o 11 Elementary Schools: Deliveries one <small>* Burn, Central, Fremont, Hills, Jackson, K. M. McQueen, Meade, West Coast</small>	14,800	22,200	2 M/MA & 2 GRAINS EQUIVALENT PER SLICE	WHOLE, 14", 8-CUT	CHEESE 101C PEPPERONI 101P	\$7.99	\$9.00	\$318,052.00	Papa John's Pizza	\$7.49	\$277,130.00	CHEESE 12172 PEPPERONI 12992	\$9.50	\$351,500.00
* Bids must be submitted with nutrition specification sheets for both pepperoni and cheese pizza. Must include nutrition facts label, list of allergens and list of ingredients.														
* Vegetable, grains and meat/meat														
* All bidders must bid delivery to all sites in order to be considered responsive. Bid award will be based upon the sum total of all deliveries.														
* Include description of service with price.														

**2023-24 TRACY UNIFIED SCHOOL DISTRICT
Fresh Baked Pizza Award Analysis**

EVALUATION CRITERIA (100 POINTS TOTAL)	PIZZA GUYS	PAPA JOHN'S	DOMINO'S
Taste/Visual Appeal/Acceptability (15 points)	15	15	15
References/Past Experience (20 points)	10	15	20
Product Specifications (30 points)	25	20	30
Cost (35 points)	30	35	25
TOTAL	80	85	90

calories	270	350	280
fat (g)	9	14	10
sodium (mg)	530	750	520
protein (g)	13	21	21
meal pattern	2G/2.75M	2.5G/2M	2.25G/2M

Pizza Guys:

minus 10 points past experience, dollar amount of contracts referenced too low
 minus 5 points product specs, higher sodium, lower protein, high meat contribution at 2.75M/MA
 minus 5 points cost

Papa John's:

minus 5 points references, amount of daily deliveries not comprable
 minus 10 points product specs, higher calories, higher fat, highest sodium, grain contribution high at 2.5G

Domino's:

minus 10 points cost

<i>Frozen Yogurt</i>	<i>Estimated Annual Usage</i>	<i>Pack</i>	<i>Size</i>	<i>Purchase Unit</i>	<i>Brand</i>	<i>Big West</i>		<i>Pack</i>	<i>Size</i>	<i>Purchase Unit</i>	<i>Brand</i>	<i>Gold Star</i>	
FROZEN YOGURT, ASSORTED FLAVORS, INDIVIDUALLY LABELED, SMALL CUPS BETWEEN 2 OZ-4 OZ	113,000	100	4 fl oz	each	Big Spoon Yogurt	\$0.44	\$49,991.20	48	4OZ	CASE	DANNON	\$14.41	wrong item, fresh not frozen yogurt
FROZEN YOGURT, ASSORTED FLAVORS, INDIVIDUALLY LABELED, LARGE CUPS BETWEEN 5 OZ-6 OZ	33,500	24	5.5 fl oz	each	Big Spoon yogurt	\$0.97	\$32,495.00	24	5.50OZ	CASE	BIG SPOON YOGURT	\$1.27	\$42,545.00

**2023-24 TRACY UNIFIED SCHOOL DISTRICT
Frozen Yogurt Award Analysis**

EVALUATION CRITERIA (100 POINTS TOTAL)	GOLDSTAR	BIG WEST
Taste/Visual Appeal/Acceptability (15 points)	15	15
References/Past Experience (20 points)	20	20
Product Specifications (30 points)	25	30
Cost (35 points)	30	35
TOTAL	90	100

Gold Star:

minus 5 points product specs, bid on fresh 4oz yogurt instead of frozen

minus 5 points cost

Grocery Items																							
FRUIT	Estimate Annual Usage	Pack	Size	Purchase Unit	Brand	Manufacturer's Product Code #	Danielsen	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time SO (non-stocked)	Gold Star	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time SO (non-stocked)	Sysco	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time SO (non-stocked)		
	Dry																						
APPLESAUCE, CUP UNSWTD	50	72	4.5 OZ	CASE			\$23.96	1707	Tree Top	72-4.05 oz	Mkt	\$24.55	209163	MOTTS			\$37.96	1484106	SYS CLS				
CHERRIES, DRIED, SWTND, IW	200	100	1.36 OZ	CASE	CHERRY CENTRAL	2136	No Bid					\$67.70	410014				NO BID	9999999					
CRANBERRIES, DRIED, SWTND, IW	50	200	1.6 OZ	CASE	OCEAN SPRAY	23444	\$46.71	Multiple				\$45.73	203165				\$48.50	2295203	OCNSPLY	SYS IMP			
RAISINS, IW	50	144	1.5 OZ	CASE			\$35.14	5879	Boghosian	144-1.5 oz	Mkt	\$32.11	202545	BOGHOSIAN			\$41.22	9387317	SYS IMP				
VEGETABLES																							
Dry																							
POTATO PEARLS W/ VIT C, LOW SODIUM	100	12	26.5 OZ	CASE	BASIC AMERICAN	10426	\$71.08				Mkt SO 14 Day	\$72.23	403324				\$67.71	0315335	BASICAM				
SALSA, DIP CUPS	350	84	3 OZ	CASE	RED GOLD	REDS2CZC84	\$20.21	5409	Tostitos	30-3.8 oz	Mkt	\$41.42	404013				\$36.55	7002707	REDGOLD				
SALSA, DIP CUPS	390	168	3 OZ	CASE	RED GOLD	REDS2CZC168	No Bid					\$76.51	405859				\$72.90	3363365	REDGOLD				
SAUCE, MARINARA DIP CUPS	300	84	2.5 OZ	CASE	RED GOLD	REDNA2ZC84	\$23.77	1341	Prima Terra	72-2.5 oz		\$33.12	404036				\$30.29	2913855	REDGOLD				
SAUCE, MARINARA DIP CUPS	475	168	2.5 OZ	CASE	RED GOLD	REDNA2ZC168	No Bid					\$64.73	405858				\$60.77	3162569	REDGOLD			YES	
Frozen																							
PEAS & CARROTS, FROZEN	180	1	20 #	CASE			\$18.99	1897	Crown Point		Mkt	\$23.80	134124	SIMPLLOT			\$53.64	3960093	SYS CLS		30#		
POTATOES, CRINKLE CUT FRIES, 1/2", SEASONED	300	6	5 #	CASE	MCCAIN	1000007470	\$49.80		Simplot		SO 17 Day	\$52.69	406502				\$49.16	9905565	MCCAIN			YES	
POTATOES, STRAIGHT CUT FRIES, 3/8", SEASONED	300	6	5 #	CASE	MCCAIN	MCX03621	\$44.02	2668				\$46.39	401942				\$43.42	9714239	MCCAIN				
POTATOES, TATER TOTS, REDUCED SODIUM	120	6	5 #	CASE	SIMPLLOT	004189	\$35.00	5371				\$36.97	149528				\$35.55	5246846	SIMPLLOT				
POTATOES, WEDGES, SKIN-ON REGULAR 8-CUT, SEASONED	300	6	5 #	CASE	MCCAIN	1000000496	\$51.91	1159				\$54.28	403701				\$50.70	2328373	MCCAIN				
GRAIN																							
Dry																							
CEREAL BAR, CINN TOAST, WG, IW	350	48	2.5 OZ	CASE	GENERAL MILLS	16854	\$32.52	1985				\$31.94	251318				18	\$32.18	7153093	GM			
CEREAL BAR, LUCKY CHARMS, WG, IW	530	48	2.5 OZ	CASE	GENERAL MILLS	16853	\$32.52	1984				\$31.94	254280					\$33.92	7228217	GM		YES	
CEREAL BOWL, FROSTED SHREDDED WHEAT, WG	125	48	2 OZ	CASE	POST	27149	\$20.85	7280				\$20.85	240171					NO BID	9999999				
CEREAL BOWL, HONEY SCOOTERS, WG	275	48	2 OZ	CASE	MALT-O-MEAL	08676	\$20.85	6378				\$20.85	203173					\$21.14	2252783	MALT OM			
CEREAL BOWL, MARSHMALLOW MATEYS, WG	325	48	2 OZ	CASE	MALT-O-MEAL	05940	\$20.85	5751				\$20.85	201560					\$21.14	6973923	MALT OM			
CHIPS, POTATO REGULAR (menu only)	50	120	0.5 OZ	CASE	PEPSICO/FRITO LAY	19846	\$20.34	3981				\$20.58	200710					\$20.14	6163141	LAYS			
CHIPS, TORTILLA TRIANGLE, WG, BULK	100	1	12 #	CASE			\$17.64	5985	Aranda's			\$19.94	209543	LA VENCEDORA	6/2LB			\$31.29	9550401	CASACLS			
CHIPS, TORTILLA YELLOW ROUND, WG, IW	1000	100	2 OZ	CASE			\$26.39	5989	Aranda's			\$34.55	209542	LA VENCEDORA	150/20Z			\$44.62	5899315	WARNOCK	120/1.5oz		
COOKIE, FORTUNE YW, IW	225	1	350 CT	CASE			\$13.69	7019	Dragon		Mkt	\$34.33	209081	ASIAN FOOD SOL	400/170Z			NO BID	9999999				
CRACKER, BLUEBERRY LEMON, WG, IW	200	108	1 OZ	CASE	APPLE WAYS	71500	\$30.86	1935				\$29.44	251197					\$25.48	4504144	DARLNGT		YES	
CRACKER, CHATSNAX, VANILLA GRAHAM'S, WG, IW	300	210	1 OZ	CASE	KELLOGGS	30100-12695	\$41.27	5645				\$51.29	251249					\$51.42	7116960	KELLOGG			
CRACKER, CRUNCHMANIA CINNAMON BUN, WG, IW	450	100	1.76 OZ	CASE	KELLOGGS	24518	\$37.61	5020				\$57.12	201228					\$37.62	8651796	KELLOGG		YES	
CRACKER, GOLDFISH CHEDDAR WG, IW	10	300	0.75 OZ	CASE	PEPPARM	18105	\$72.20	6157			Mkt	\$69.80	200290					\$67.20	6598405	PEPPARM			
CRACKER, GRANOLA BITES, WG, IW	200	108	1 OZ	CASE	APPLE WAYS	71600	\$30.86	1935			SO 14 Day	\$29.44	251197					\$25.48	7049131	PPHWAY		YES	
CRACKER, HONEY GRAHAM, WG, IW	800	150	1 OZ	CASE			\$35.78	7530	Keebler			\$33.22	208146	MJM	150/3PK			\$26.26	2093213	KELLOGG			
CRACKER, WHEAT, WG, IW	225	100	1.6 OZ	CASE	BACK TO BASICS	37401	\$38.26	1130	MJM	100-1.59 oz		\$35.21	203356					NO BID	9999999				
GF, CEREAL BAR, BERRY CRISP	25	50	1.6 OZ	CASE	SUPER BAKERY	9442	\$25.11				SO 17 Day	\$26.55	149686					\$26.01	7219000	SUPBRKY			
GF, CEREAL CUP, CINNAMON CHEX	5	60	2 OZ	CASE	GENERAL MILLS	148833	\$37.17	7534				\$38.01	248631					\$38.51	7072203	GM			
GF, CEREAL CUP, HONEY NUT CHERIOS	5	60	2 OZ	CASE	GENERAL MILLS	148826	\$37.17	7533				\$38.01	248632					\$38.51	7072190	GM			
GF, CEREAL CUP, LUCKY CHARMS	5	60	2 OZ	CASE	GENERAL MILLS	148840	\$37.17	7535				\$38.01	248630					\$38.51	7072180	GM			
OATMEAL, BREAKFAST BAR, APPLE, WG, IW	100	160	2.4 OZ	CASE	APPLE WAYS	75100	\$80.64				SO 14 Days	\$76.97	248470					\$70.80	0697237	DARFARM		YES	
OATMEAL, BREAKFAST BAR, BLUEBERRY, WG, IW	100	160	2.4 OZ	CASE	APPLE WAYS	75600	\$80.64				SO 14 Days	\$76.97	251246					\$76.83	7154596	APPLWAY		YES	
OATMEAL, BREAKFAST BAR, STRAWBERRY, WG, IW	100	160	2.4 OZ	CASE	APPLE WAYS	75400	\$80.64				SO 14 Days	\$76.97	248586					\$70.80	0697567	DARFARM		YES	
POPTARTS, STRAWBERRY, WG, IW	600	72	3.53 OZ	CASE	KELLOGGS	55133	\$40.23	6063				\$39.74	202837					\$40.65	0445074	KELLOGG			
Frozen																							
BREAD, BANANA SLICE, WG, IW	100	54	4 OZ	CASE	INTEGRATED	G59104	\$55.06				SO	\$56.25	134413					\$54.77	4065585	HOTOFFG			
BREADSTICK, BLUEBERRY CINNAMON & CHEESE, WG	50	96	2.3 OZ	CASE	THE MAX	77387-12611	\$61.42				SO 17 Days	\$64.57	406499					\$59.78	7077053	THE MAX		YES	
COOKIE DOUGH, CHOCOLATE CHIP, WG	100	384	1 OZ	CASE	READI-BAKE	4911	\$49.70	909237			SO 14 Days	\$49.71	406515					\$47.14	5713971	READIBK		YES	
COOKIE DOUGH, M&M, WG	75	384	1 OZ	CASE	READI-BAKE	4912	\$52.46				SO 14 Days	\$52.47	406516					\$49.75	5713815	READIBK			
COOKIE, CHOCOLATE CHIP, WG, IW	1100	140	1.2 OZ	CASE	FAT CAT	WGCC14015W	\$48.87	7105				\$46.47	138516					NO BID	9999999				
FRENCH TOAST, MINI CINNAMON, WG, IW	250	72	2.64 OZ	CASE	PILLSBURY	37309	\$34.36	6012				\$33.82	133606					\$33.15	0397207	PILLSBY			
GF, BUN, HAMBURGER, IW	10	24	3.2 OZ	CASE	UDI'S	80644	\$29.04	1987				\$30.83	140159					\$32.14	0758401	UDISHFD			
GF, BUN, HOT DOG, IW	5	24	2.4 OZ	CASE	UDI'S	80620	\$27.04	1996				\$28.69	TBD					\$24.94	2097800	UDISHFD		YES	
GF, MUFFIN, BLUEBERRY, IW	5	36	3 OZ	CASE	UDI'S	806451	\$53.00	1128				\$56.26	140161					\$54.45	0758411	UDISHFD		YES	
GF, MUFFIN, DOUBLE CHOCOLATE, IW	5	36	3 OZ	CASE	UDI'S	806461	\$50.79	1129				\$53.91	140162					NO BID	9999999				
MUFFIN, APPLE CINNAMON, WG, IW	30	60	3.15 OZ	CASE	DAVE'S	WG822	\$35.47	6036				\$37.12	141554					\$34.84	2384230	DAVE'S		YES	
MUFFIN, BANANA, WG, IW	20	120	3 OZ	CASE	BUENA VISTA	60226	\$60.02	7358				\$61.78	406576					\$49.79	7026451	BUENVST		YES	
MUFFIN, BLUEBERRY, WG, IW	20	120	3 OZ	CASE	BUENA VISTA	60326	\$60.02	7359				\$61.78	406577					\$62.44	7030473	BUENVST		YES	
MUFFIN, DOUBLE FUDGE, WG, IW	25	60	3.15 OZ	CASE	DAVE'S	WG845	\$35.47	6037				\$37.12	134237					\$34.10	2384222	DAVE'S			
PANCAKES, BLUEBERRY, WG, IW	100	80	3 OZ	CASE	THE MAX	94643-04443	\$42.46	5807				\$44.20	141161					\$41.86	0653604	THE MAX		YES	
ROLL, CIABATTA SLICED, WG	25	144	2 OZ	CASE	SHANNON'S	58480	\$54.03	6537				\$56.83	138911					\$53.86	2829319	SHANNON			
ROLL, CINNAMON BUN, WG, IW	50	72	2.9 OZ	CASE	SUPER BAKERY	6070	\$36.34	7458				\$38.43	102365					\$37.98	8304593	SUPBRKY			
ROLL, DINNER, WG, IW	600	120	2 OZ	CASE	SHANNON'S	582000	\$40.90	7461				\$42.46	140273					\$42.37					

PACKETS, TAJIN SEASONING, LOW SODIUM	100	1000	0.035 OZ	CASE	TAJIN	7206	\$54.44	7206			Mkt	\$47.93	209157			\$67.64	7011742	TAJIN			
PACKETS, TARTAR SAUCE	100	200	12 GM	CASE	PPI	7160374381000	\$11.44	1704				\$13.73	251289	FOUR IN ONE		\$60.98	4460705	HSRCCLS			
PICKLES, DILL, 1/8"	25	4	1 GAL	CASE	KRUGER	KR11811	\$20.87	1615				\$25.28	249294	MRS KLEIN PICKLE		NO BID	9999999				
POUCHES, CHIPOTLE RANCH	40	60	1.5 OZ	CASE	T. MARZETTI	81299	\$18.46	7578				\$18.47	208262			\$18.53	3895966	MARZETI			
POUCHES, CREAMY CAESAR DRESSING	20	60	1.5 OZ	CASE	T. MARZETTI	82000	\$17.97	5716				\$17.98	201614			\$18.33	5686860	MARZETI			
POUCHES, RANCH	50	120	1.5 OZ	CASE	T. MARZETTI	81992	\$28.81	5578				\$28.82	201612			\$17.60	5397260	MARZETI	wrong item		
SAUCE, BBQ	20	4	1 GAL	CASE	T. MARZETTI	83030	\$48.31	1908				\$43.83	780			\$53.32	1278207	MARZETI			
SAUCE, MANGO HABANERO	100	6	4.9 #	CASE	NIPPON SHOKKEN	546	\$94.54				SO 21 Day	\$96.41	252816			NO BID	9999999				
SAUCE, TERIYAKI	20	6	4.9 #	CASE	NIPPON SHOKKEN	00003	\$41.73	7167				\$43.52	239365			\$50.22	0801403	NIPPON			
SEASONINGS/COOKING INGREDIENTS/MISC	Estimate Annual Usage	Pack	Size	Purchase Unit	Brand	Manufacturer's Product Code #	Danielsen	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time SO (non-stocked)	Gold Star	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time SO (non-stocked)	Sysco	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time SO (non-stocked)
GARLIC GRANULATED	5	1	7 #	EACH	TAMPICO	80162	\$36.70	6838			Mkt	\$49.57	209684	PACIFIC SPICE			\$85.71	3492602	SYS CLS	19#	
GARLIC POWDER	5	1	1 #	EACH	TAMPICO	80163	\$6.71	6839			Mkt	\$6.04	202078	PACIFIC SPICE		18	\$66.75	5239629	SYS CLS	15#	
GARLIC, MINCED IN JAR	5	1	24 OZ	EACH	PACIFIC SPICE	1GMCHIN121	No Bid					\$10.01	209688			18	\$37.62	8550337	PACKER	6/32oz	
ITALIAN SEASONING, CRUSHED	5	1	2 #	EACH	TAMPICO	80112	\$17.17	6843			Mkt	\$21.23	209697	PACIFIC SPICE			\$87.08	5913447	IMP/MCC	3/1.75#	
ONION POWDER	5	1	1 #	EACH	TAMPICO	80159	\$5.69	6849			Mkt	\$8.68	202052	PACIFIC SPICE	1.25LB		\$47.62	5229125	IMP/MCC	6/20oz	
ONION, DEHYDRATED CHOPPED	5	3	5 #	CASE	PACIFIC SPICE	20C15	No Bid					\$66.78	202002	PACIFIC SPICE	15LB		\$85.02	7702448	MC CORM	6/3#	979614
PAN COATING, AEROSOL	5	6	21 OZ	CASE	VEGALENE	22021	\$34.07	5842				\$34.08	202096				\$36.44	5297312	VEGLENE		
PAPRIKA, GROUND	5	6	1 #	EACH	SYSO CLASSIC	974086	\$5.97	6851	Tampico	1#	Mkt	\$8.54	202072	PACIFIC SPICE	1LB		\$29.75	5236674	SYS CLS	6/1#	4.96/#
PARSLEY, DRIED	5	1	12 OZ	EACH	PACIFIC SPICE	PARF6I	\$10.75	6853	Tampico	10 oz	Mkt	\$13.96	202012				\$37.21	5229265	IMP/MCC	3/10oz	
PEPPER, BLACK GROUND	5	1	5 #	CASE	TAMPICO	80218	\$30.03	6854				\$36.10	202016	PACIFIC SPICE			\$113.06	5935689	SYS CLS	3/5#	37.68/5#
SALT, GRANULATED IODIZED (MKT)	5	1	25 #	SK	SYSO CLASSIC	100012377	\$6.22	6772	Diamond Crystal		Mkt	\$13.56	210379	UNITED SALT CORP.			\$5.68	4540373	SYS CLS		
SUGAR GRANULATED	5	1	25 #	SK	C&H	801461	\$19.77	3477			Mkt	\$24.86	210297				\$19.57	5087572	SYS CLS	401490	
SUGAR, LIGHT GOLDEN BROWN	5	1	25 #	SK	C&H	801465	\$26.27	3479			Mkt	\$28.62	210294				\$22.99	1854694	SYS CLS	404347	
TACO SEASONING MIX, NO MSG	40	6	9 OZ	CASE	SPICE CLASSICS	932715	\$12.96	1095				\$25.69	202875	KENT PRECISION FOOD			\$23.65	4069217	LAWRYS		
VINEGAR, APPLE CIDER -50 GRAIN	5	4	1 GAL	CASE	LANGLOIS COMPANY	524	\$22.30	6947			Mkt	\$23.47	209540				\$24.65	4069373	SYS CLS		
VINEGAR, WHITE DISTILLED 50 GRAIN	5	4	1 GAL	CASE	AVO	V20001	\$13.84	6945	Rich and All		Mkt	\$12.19	210234				\$12.02	4113049	SYS CLS	911123	

 awarded item

**2023-24 TRACY UNIFIED SCHOOL DISTRICT
Grocery Items Award Analysis**

EVALUATION CRITERIA (100 POINTS TOTAL)	DANIELSEN	GOLDSTAR	SYSCO	LA TAPATIA
Taste/Visual Appeal/Acceptability (15 points)	15	15	15	15
References/Past Experience (20 points)	20	20	20	20
Product Specifications (30 points)	30	30	30	30
Cost (35 points)	35	35	35	30
TOTAL	100	100	100	95

La Tapatia:
minus 5 points cost

Awarding multiple line items to each:
Danielsen
Gold Star
Sysco

CHEMICALS	Estimate Annual Usage	Pack	Size	Purchase Unit	Brand	Manufacturer's Product Code #	Sysco	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time Special Order (non-stocked)	IFS	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time Special Order (non-stocked)	Danielsen	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time Special Order (non-stocked)	Gold Star	Distributor's Product Code #	Brand Bid (if different from Spec)	Pack Size Bid (if different from Spec)	Lead Time Special Order (non-stocked)	
ANGELO PO CLEANER/DEGREASER	5	4	1 GAL	CASE	ECOLAB	6119813	\$45.95	\$229.75	5823558	ECOLAB			\$30.03	\$150.15	CHDES	BETCO	\$18.95	\$94.75	5636	Performance		Market	NO BID				
ANGELO PO RINSE AID ADDITIVE	5	2	5 QT	CASE	ECOLAB	6117532	\$139.84	\$699.20	4810073	ECOLAB	YES		\$66.95	\$334.75	2617800	BETCO	No Bid						Market	NO BID			
DAWN PROFESSIONAL MANUAL POT & PAN LIQUID DETERGEN	35	4	1 GAL	CASE	DAWN	PGC-57445	\$64.59	\$2,260.65	1781224	DAWN D			\$83.16	\$2,910.60	PGC-57445	BETCO	\$66.70	\$2,334.50	1397			Market	\$72.17	\$2,525.95	203085		
DELIMER CLINGING LIME-A-WAY	5	6	32 OZ	CASE	ECOLAB	6115210	\$60.18	\$300.75	6103311	ECOLAB			\$35.11	\$175.55	WWMD3	BETCO	No Bid						Market	NO BID			
DELIMER CLINGING LIME-A-WAY, CONCENTRATED	5	4	1 GAL	CASE	ECOLAB	6101131	\$52.66	\$213.30	3976277	ECOLAB			\$35.11	\$175.55	WWMD3	BETCO	No Bid						Market	NO BID			
DETERGENT MACH SOLID METAL PRO	15	4	8 #	CASE	ECOLAB	6110751	\$95.90	\$1,438.50	5426283	ECOLAB			\$88.05	\$1,320.75	2407300	BETCO	4/80 OZ CS	No Bid					Market	NO BID			
DETERGENT MACH SOLID POWER XL	15	4	8 #	CASE	ECOLAB	6100195	\$108.30	\$1,624.50	8285585	ECOLAB			\$38.40	\$1,476.00	JK9504	BETCO	4/80 OZ CS	No Bid					Market	NO BID			
OVEN CLEANER, GREASE LIFT, ALTO SHAAM	5	6	32 OZ	CASE	ECOLAB	6129777	\$44.12	\$264.60	5833574	ECOLAB			\$53.01	\$265.05	CHF36	BETCO	12/32 OZ CS	\$40.61	\$203.05	905833	Chase	12-18 oz	Market	NO BID			
RINSE AID LOW TEMP ULTRADRY	5	1	4.5 GAL	CASE	ECOLAB	6115172	\$34.28	\$471.40	5061247	ECOLAB			\$66.95	\$334.75	2617800	BETCO	1/6 GAL	No Bid					Market	NO BID			
SANITIZER TABLET QUAT-TAB100CT	75	6	100 CT	CASE	STERAMN	#Q	\$37.31	\$2,798.25	5256670	STERAMN			\$57.84	\$4,338.00	21000200	BETCO	6/150 CS	\$39.59	\$2,969.25		STERAMINE	6-150 ct	Market	NO BID			
STAINLESS STEEL CLEANER AND POLISH, KEYSTONE SATIN SH	5	6	17 OZ	CASE	ECOLAB	6109430	\$33.30	\$166.50	8994167	KEYSTON			\$71.52	\$387.60	CO9210	BETCO	12/16 OZ CS	\$46.45	\$232.25		Chase	12-16 oz	Market	NO BID			
TOWEL WIPE SANI-HAND SANITIZNG	5	6	300 CT	CASE	NICEPAK	PN2084	\$43.60	\$218.00	7830783	NICEPAK			\$69.15	\$345.75	CM767	SANI PRO		\$46.24	\$231.20				Market	NO BID			
WINDOW GLASS CLEANER	5	4	32 OZ	CASE	ECOLAB	6100067	\$22.66	\$113.30	7682790	KEYSTON			\$26.80	\$134.00	CHGL4	BETCO	12/32 OZ CS	No Bid					Market	NO BID			
							\$10,724.70						\$12,318.50					\$6,065.00						\$2,525.95			

2023-2024 TRACY UNIFIED SCHOOL DISTRICT RFP CHEMICALS AWARD ANALYSIS				
EVALUATION CRITERIA (100 POINTS TOTAL)	DANIELSEN	GOLD STAR	INDIVIDUAL FOOD SERVICE	SYSCO
Taste/Visual Appeal/Acceptability (15%)	15	15	15	15
References/Past Experience (20%)	20	20	20	20
Product Specifications (30%)	15	5	25	30
Cost (35%)	25	25	30	35
TOTAL	75	65	90	100

Danielsen:

minus 15 points product specs, only responded to 6/13 items

minus 10 points cost

Gold Star:

minus 25 points product specs, only responded to 1/13 items

minus 10 points cost

IFS:

minus 5 points product specs, different brand

minus 5 points cost

PAPER	Pack	Size	Purchase Unit	Brand	Manufacturer's Product Code #	Estimate Annual Usage	Danielsen		Gold Star		IFS		P&R		Daylight		Sysco	
ANTIBACTERIAL THERMOMETER PROBE WIPE	1	1000	CASE	DIAMOND	DMW-F2449PKT	25.00	No Bid		NO BID		23.50	587.50	17.70	442.50	NO BID		41.15	1028.75
BAG, BUN PAN COVERS, 27X37	1	200	ROLL			10.00	29.07	290.70	NO BID		13.37	133.72	13.20	132.00	29.84	298.35	14.49	144.90
BAG, BUN PAN RACK COVER, HIGH DENSITY, 6 MIL, 52" x 80"	1	50	CASE			15.00	18.82	282.30	31.65	474.75	13.14	197.09	12.15	182.25	29.84	447.53	12.19	182.85
BAG, HOT DOG, 3 1/2" x 1 1/2" x 8 1/2"	2	1000	CASE	MCNAIRN	321164	10.00	28.68	286.80	NO BID		51.80	518.02	21.20	212.00	NO BID		45.32	453.20
BAG, PAPER WHITE, COOKIE #8, 5 x 4.5	1	2000	CASE	ZENITH	ZEN-6526	5.00	34.90	174.50	NO BID		21.26	106.28	16.65	83.25	31.14	155.68	NO BID	
BAG, POLY, UTILITY BAG ON ROLL W/ TWIST TIES, 10X14	1	1000	ROLL			10.00	23.84	238.40	NO BID		11.63	116.28	10.85	108.50	34.53	345.28	11.46	114.60
BAG, SADDLE, DELI, 7x10	1	2000	CASE	ELKAY	ELK-DP7010	10.00	No Bid		NO BID		13.72	137.21	13.85	138.50	NO BID		NO BID	
BAG, T-SHIRT, PLASTIC w/ HANDLES, 11.5x6.5x21.5	1	1000	CASE	TUF TOTE	COB-12722-14	30.00	27.71	831.30	NO BID		14.82	444.60	19.65	589.50	27.22	816.66	28.73	861.90
BOWL, BLACK, ROUND, 16 OZ	1	800	CASE	BOTTLEBOX	DPI-RB-16-8	35.00	17.16	600.60	NO BID		69.35	2427.25	55.25	1933.75	NO BID		NO BID	
BOXES, CHINESE TAKEOUT STYLE, PAGODA, NO METAL HANDLE, 16 OZ	1	450	CASE			110.00	41.09	4519.90	73.25	8057.50	48.66	5352.91	35.20	3872.00	59.27	6519.37	NO BID	
CONTAINER, CLAMSHELL, HINGED, CLEAR, 49 OZ	1	200	CASE	PACTIV	PCA-YC8-1120	10.00	62.09	620.90	NO BID		37.21	372.09	34.00	340.00	76.52	765.18	NO BID	
CONTAINER, CLAMSHELL, HINGED, CLEAR, 3 COMP.	1	200	CASE	PACTIV	PCA-YC8-1123	60.00	62.09	3725.40	NO BID		37.21	2232.56	34.00	2040.00	87.40	5243.94	NO BID	
CONTAINER, CLAMSHELL, HINGED, CLEAR, 8"	1	250	CASE	SOL-PAK	SPK-CHC843	50.00	No Bid		NO BID		58.64	2931.98	34.00	1700.00	76.52	3825.90	44.68	2234.00
CONTAINER, CLAMSHELL, HINGED, CLEAR, 8" X 2.25"	1	250	CASE	SOL-PAK	SPK-CHC8X1	25.00	No Bid		NO BID		64.78	1619.48	62.20	1555.00		0.00	NO BID	
CONTAINER, CLAMSHELL, HINGED, CLEAR, SINGLE COMPARTMENT, 6"	1	500	CASE	PACTIV	PCA-YC8-1160	10.00	60.84	608.40	NO BID		44.19	441.86	39.25	392.50	74.20	742.04	50.53	505.30
CONTAINER, RECTANGULAR, BLACK, 16 OZ	1	252	CASE	ANCHOR MICRORAVES	ANC-4541602	50.00	62.85	3142.50	NO BID		81.28	4064.00	22.50	1125.00	82.62	4130.75	NO BID	
CONTAINER, RECTANGULAR, BLACK, 24 OZ	1	252	CASE	ANCHOR MICRORAVES	ANC-4542402	25.00	67.55	1688.75	NO BID		85.64	2141.00	24.30	607.50	62.86	1571.38	NO BID	
CONTAINER, TAKEOUT BOX, 4-3/8 x 3 1/2 x 2 1/2	1	450	CASE	NATIONAL PAPER & PLASTICS	ROY-FT81N	30.00	47.02	1410.60	NO BID		29.12	873.49	51.25	1537.50	61.24	1837.29	NO BID	
CUP, COLD, COMPOSTABLE, PAPER WATER CUP, 5OZ	24	100	CASE	AJM PACKAGING CORP	AJM-DC5MW	10.00	No Bid		NO BID		96.77	967.67	82.70	827.00	NO BID		NO BID	
FOIL WRAP, CHECK BLUE, 10.5X14	1	2000	CASE		VBV-VB844	25.00	118.49	2962.25	NO BID		84.19	2104.65	75.20	1880.00	327.81	8195.33	NO BID	
FOIL WRAP, CHECK GREEN, 10.5X14	1	2000	CASE		VBV-VB845	5.00	118.49	592.45	NO BID		84.19	420.93	75.20	376.00	NO BID		NO BID	
FOIL WRAP, CHECK RED, 10.5X14	1	2000	CASE		VBV-VB842	20.00	118.49	2369.80	NO BID		84.19	1683.72	75.20	1504.00	298.10	5961.95	NO BID	
FOIL WRAP, CHECK YELLOW, 10.5X14	1	2000	CASE		VBV-VB828	5.00	118.49	592.45	NO BID		84.19	420.93	75.20	376.00	350.74	1753.69	NO BID	
FOIL WRAP, PLAIN, 10.5X14	1	2000	CASE		VBV-VB315	5.00	82.74	413.70	NO BID		84.13	420.64	75.20	376.00	318.14	1590.72	NO BID	
FOIL, WRAP, MEXIWRAP, 10.5 X 14	1	2500	CASE	BAGCRAFT	PPC-400028	30.00	No Bid		NO BID		131.10	3933.14	127.30	3819.00	141.76	4252.91	NO BID	
FOOD SERVICE WRAP, ALUMINUM FOIL, SILVER, 18"X1000', STANDARD WEIGHT	1	1 roll	ROLL			10.00	35.94	359.40	78.00	780.00	28.22	282.21	38.35	383.50	70.12	701.22	53.41	534.10
GLOVE, VINYL CLEAR, SIZE: EXTRA LARGE	10	100	CASE	IMPERIALDADE	IMP-64V3000PFXL	5.00	18.79	93.95	28.16	140.80	21.90	109.50	16.60	83.00	21.70	108.49	24.37	121.85
GLOVE, VINYL CLEAR, SIZE: LARGE	10	100	CASE	IMPERIALDADE	IMP-64V3000PFL	50.00	18.79	939.50	28.16	1408.00	21.90	1095.00	16.60	830.00	21.70	1084.85	17.20	860.00
GLOVE, VINYL CLEAR, SIZE: MEDIUM	10	100	CASE	IMPERIALDADE	IMP-64V3000PFM	75.00	18.79	1409.25	28.16	2112.00	21.90	1642.50	16.60	1245.00	21.70	1627.28	17.20	1290.00
GLOVE, VINYL CLEAR, SIZE: SMALL	10	100	CASE	IMPERIALDADE	IMP-64V3000PFS	30.00	18.79	563.70	28.16	844.80	21.90	657.00	16.60	498.00	21.70	650.91	17.20	516.00
HAIRNETS, BROWN, 22", MEDIUM	10	144	CASE	CELLUCAP MELCO	CEL-HN400LB	35.00	No Bid		127.10	4448.50	93.02	3255.81	61.85	2164.75	133.45	4670.75	NO BID	
HAIRNETS, BROWN, 24", LARGE	10	144	CASE			5.00	163.80	819.00	NO BID		155.81	779.07	61.95	309.75	152.56	762.80	170.67	853.35
LID, CLEAR, FOR 4 & 5.5 OZ PORTION CUP	1	2500	CASE		COB-VBPCID345	10.00	33.92	339.20	NO BID		18.90	188.95	17.60	176.00	34.44	344.40	35.04	350.40
LID, CLEAR, ROUND (16 OZ BOWL): DPI-RB-16-B)	1	800	CASE	DIRECT PACK INC.	DPI-RB-16-L	5.00	No Bid		NO BID		51.86	259.30	46.10	230.50	NO BID		NO BID	
NAPKINS, WHITE, 2 PLY DISPENSER REFILL	24	250	CASE	GEORGIA PACIFIC	JRV-32006	60.00	No Bid		NO BID		0.00	0.00	19.85	1191.00	30.28	1816.62	NO BID	
PAN LINER, 16X24	1	1000	CASE			100.00	45.36	4536.00	NO BID		45.01	4501.16	42.70	4270.00	63.93	6393.40	79.31	7931.00
PAN LINER, FULL PAN 4", NYLON OVENABLE	1	100	CASE	M&Q PACKAGING LLC.	PAN-42001	40.00	No Bid		NO BID		50.22	2008.84	52.05	2082.00	NO BID		NO BID	
PAN LINER, FULL PAN 6", NYLON OVENABLE	1	50	CASE	M&Q PACKAGING LLC.	PAN-42002	40.00	No Bid		NO BID		30.52	1220.93	32.15	1286.00	NO BID		NO BID	
PAN LINER, HALF PAN 6", NYLON OVENABLE	1	100	CASE	M&Q PACKAGING LLC.	PAN-42636	20.00	No Bid		NO BID		29.79	595.81	30.60	612.00	NO BID		NO BID	
PLATE, FOAM, BLACK, 8 7/8"	4	125	CASE			50.00	No Bid		NO BID		25.02	1251.16	22.00	1100.00	57.19	2859.35	35.87	1793.50
PORTION CUP, CLEAR, PLASTIC, 4 OZ (Lid: COB-VBPCID345)	1	2500	CASE		COB-VBPC401PP	5.00	40.40	202.00	NO BID		30.56	152.79	27.75	138.75	50.75	253.76	62.98	314.90
PORTION CUP, CLEAR, PLASTIC, 5.5 OZ (Lid: COB-VBPCID345)	1	2500	CASE		COB-VBPC551PP	5.00	47.57	237.85	NO BID		32.01	160.06	28.45	142.25	51.94	259.68	177.88	889.40
SCOUR PAD, HEAVY DUTY, GREEN, 6X9	1	20	CASE	ACS	ACS-86-606A	10.00	No Bid		NO BID		12.80	128.02	12.50	125.00	8.28	82.81	6.18	61.80
SCOUR PAD, LIGHT DUTY, WHITE	6	10	CASE	ACS	ACS-98-604	10.00	No Bid		NO BID		16.79	167.91	17.35	173.50	16.25	162.50	14.29	142.90
SCRUBBER, STAINLESS STEEL	1	12	CASE	ACS INDUSTRIES INC.	ACS-10-1008X	5.00	No Bid		NO BID		101.35	506.74	17.05	85.25	37.15	185.77	25.33	126.65
TRAY, 2 # FOOD, RED PLAID	1	1000	CASE			500.00	29.84	14920.00	52.92	26460.00	27.58	13790.70	23.80	11900.00	44.04	22020.00	NO BID	
TRAY, 3 # FOOD, RED PLAID	1	500	CASE			75.00	23.93	1794.75	39.92	2994.00	24.45	1834.01	19.30	1447.50	36.83	2762.25	22.48	1686.00
TRAY, 5 # FOOD, RED PLAID	2	250	CASE			280.00	28.25	7910.00	55.38	15506.40	30.76	8511.63	24.45	6846.00	47.03	13168.40	NO BID	
TRAY, 5 COMPARTMENT, NATURAL	1	500	CASE			2500.00	58.19	145475.00	62.82	157050.00	38.37	95930.23	32.85	82125.00	77.03	192575.00	NO BID	
UTENSIL, FORK, WHITE, HEAVY DUTY, PLASTIC	20	50	CASE	GOLDMAX	GOL-20601	115.00	14.68	1688.20	18.40	2116.00	13.95	1604.65	16.85	1937.75	26.92	3096.15	95.64	10998.60
UTENSIL, KNIFE, WHITE, HEAVY DUTY, PLASTIC	20	50	CASE	GOLDMAX	GOL-20621	10.00	14.50	145.00	15.45	154.50	13.95	139.53	16.85	168.50	26.92	269.23	103.19	1031.90
UTENSIL, SPOON, WHITE, HEAVY DUTY, PLASTIC	20	50	CASE	GOLDMAX	GOL-20611	115.00	15.09	1735.35	15.45	1776.75	13.95	1604.65	16.85	1937.75	26.92	3096.15	94.81	10903.15
UTENSIL, SPORKETTE Lunch Kit, med. wt., with napkin, 5 3/4" milk straw	1	1000	CASE	P&R HARMONY	COB-SPORK-MK	700.00	12.95	9065.00	48.53	33971.00	12.50	8750.00	10.85	7995.00	21.72	15206.10	NO BID	

Totals \$217,584.85 \$258,295.00 \$185,877.18 \$157,233.50 \$322,611.78 \$45,931.00

**2023-2024 TRACY UNIFIED SCHOOL DISTRICT RFP
PAPER AWARD ANALYSIS**

EVALUATION CRITERIA (100 POINTS TOTAL)	DANIELSEN	GOLD STAR	INDIVIDUAL FOOD SERVICE	P&R PAPER	DAYLIGHT	SYSKO
Taste/Visual Appeal/Acceptability (15%)	15	15	15	15	15	15
References/Past Experience (20%)	20	20	20	20	20	20
Product Specifications (30%)	25	15	30	30	25	20
Cost (35%)	25	20	30	35	20	25
TOTAL	85	70	95	100	80	80

responses:	38/54	16/54	54/54	54/54	44/54	26/54
response %:	70%	30%	100%	100%	81%	48%

Danielsen:

minus 5 points product specs, 30% of items no response
minus 10 points cost

Gold Star:

minus 15 points product specs, 70% of items no response
minus 15 points cost

Individual Food Service:

minus 5 points cost

Daylight:

minus 5 points product specs, 19% of items no response
minus 15 points cost

Sysco:

minus 10 points product specs, 52% of items no response