



HAWTHORNE SCHOOL DISTRICT

Nutrition Services

**14120 S. Hawthorne Blvd.
Hawthorne, CA 90250**

REQUEST FOR PROPOSAL

**RFP NO. FS24-25-1 DISTRIBUTION OF FROZEN,
REFRIGERATED, PROCESSED USDA FOODS (COMMODITIES),
MISC. FOOD PRODUCTS, AND SUPPLIES**

Mandatory Pre-Respondent's Conference:	May 3, 2024	10:00 a.m. Sharp!
RFP Submittal Due Date:	May 24, 2024	2:00 p.m. Sharp!

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NOTICE CALLING FOR REQUEST FOR PROPOSALS

DISTRICT: HAWTHORNE SCHOOL DISTRICT

PROJECT IDENTIFICATION: Distribution of Frozen, Refrigerated, Processed USDA Foods (Commodities), Misc. Food Products, and Supplies

PROJECT NO.: FS24-25-1

MANDATORY PRE-SUBMITTAL CONFERENCE: **May 3, 2024 @ 10:00AM Sharp!**
Prairie Vista – the address is listed below

DEADLINE FOR RFI'S: May 9, 2024 @ 4:00 PM

PROPOSAL DUE BY: **May 24, 2024 @ 2:00 PM Sharp!**
Hawthorne School District, Purchasing Department
13021 S. Yukon Ave., Hawthorne, CA 90250

Proposal Documents available at: <http://www.hawthorne.k12.ca.us/Bids>

Evaluation Period: May 27 – 29, 2024

Tentative board-approval date: June 12, 2024

NOTICE IS HEREBY GIVEN that the Hawthorne School District of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as the "Owner" or "District", will receive prior to the above stated time and date sealed proposals, for service generally described as: **Request for Proposal No. FS24-25-1 - Distribution of Frozen, Refrigerated, Processed USDA Foods (Commodities), Misc. Food Products, and Supplies.**

There will be a mandatory **Pre-Submittal Conference on May 3, 2024 at 10:00 AM Sharp, at the PV South, 13928 Kornblum Ave., Hawthorne, CA 90250.** Any Contractor bidding on the Project who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive Respondent and will have its bid returned unopened.

All proposals shall be made and presented only on the forms presented by the Owner. RFPs shall be received in the Office of the **Hawthorne School District, Purchasing Department at 13021 S. Yukon Ave., Hawthorne, California 90250**, at the above stated time and place and there will be no formal bid opening. Any proposal received after the time specified above or after any extensions due to material changes shall be returned unopened.

It is each Respondent's sole responsibility to ensure that their proposal is delivered on time and received at the location specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the Respondent unopened.

No Withdrawal of Proposals. No Respondent shall withdraw its Proposal for a period of ninety (90) days after the award of the Contract by the District's Board of Trustees. During this time, all Respondents shall guarantee prices quoted in their respective Bid Proposals.

Waiver of Irregularities. The District reserves the right to reject any or all proposals, make an award, or make multiple awards, or to waive any irregularities or informalities in any Proposal or in the bidding.

Award of Contract: The Contract, if awarded, will be by action of the District's Board of Trustees, to the Respondent that meets the requirements established by the RFP documents.

Inquiries and Clarifications: The Respondent is advised that all inquiries and clarifications about the RFP shall be submitted to the District in writing prior to Question Deadline noted above. The District will respond at its earliest possible opportunity. Verbal communication by either party with regard to RFP is invalid. Inquiries shall be sent in writing to Aneska I. Kekula at ikekula@hawthorne.k12.ca.us or mailed to Aneska I. Kekula, at Hawthorne School District, 13021 S. Yukon Ave., Hawthorne, CA 90250. Respondents are solely responsible for ensuring their written inquiry is received prior to this deadline and the District is not responsible for any delays or errors in delivery. Respondents are responsible for reviewing the District's websites and incorporating any and all clarifications provided therein into their proposals.

Publications:
HSD Website at <http://www.hawthorne.k12.ca.us/Bids>
Trade/Focus Paper
Herald Publication: 1st Publication: April 25, 2024
2nd Publication: May 2, 2024

PURPOSE OF SOLICITATION

It is anticipated that the Board of Trustees will make an award at its regular meeting scheduled for June 12, 2024. The District, at its sole discretion, may change this date and/or any other anticipated date provided herein.

The District's food service goals are to provide nutritious, high-quality meals to students and participants in the National School Lunch Program, School Breakfast Program, and Afterschool Snack, accommodate special diets as necessary, improve the nutritional quality of meals, and maintain a financially viable nonprofit food service program. The Hawthorne School District is a public school district located in Los Angeles County, in the State of California, with a student population numbering approximately 7,000 in grades kindergarten through twelfth grade. Currently, the District has 11 school sites: three middle schools, seven elementary schools, and one charter high school.

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Title 7, Code of Federal Regulations (7 CFR) sections 3016 and 3019. The District must share with all Respondents all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive bidding standards established in all applicable federal and state of California statutes and regulations.

Outlined below are competitive bidding basic standards:

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

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

To be competitive in this solicitation, the Respondent must take the responsibility to:

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

The District reserves the right to reject any or all proposals, make an award, multiple awards, or to waive any irregularities or informalities in any proposal or in the bidding.

The District will evaluate each Respondent based on the information set forth in the response submitted, together with other information available to the District from any other sources. In addition to, but not limited to, any other criteria specified in this RFP, the evaluation criteria will include, among others, the Respondent's qualifications, experience, ability to meet District criteria, and costs. If the District selects a Respondent(s), the District shall have the right to negotiate any and all of the final terms and conditions of any agreement with the Respondent(s) and nothing in this RFP or any Response shall be deemed or construed as a limitation of such right.

This RFP is solely a solicitation for Responses. Neither this RFP, nor any Response to this RFP shall be deemed or construed to: (i) create any contractual relationship between District and any Respondent; (ii) create any obligation for District to enter into a contract with any Respondent or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Response.

INSTRUCTIONS AND CONDITIONS

1. Preparation of Bid Form and RFP Procedures. Proposals shall be submitted on the blank forms furnished herewith including, but not limited to, the forms in the Special Conditions, at the time and place stated in the Notice Calling for Request for Proposals. Each Respondent shall review and comply with all bidding instructions and requirements set forth in this RFP Package. All blanks in the Bid Form must be appropriately filled in, and all proposed prices must be stated clearly and legibly. The District will not be held responsible for any errors or omissions on the part of the Respondent in the preparation of the Proposal. This Request for Proposal ("RFP") does not commit the District to award a contract or pay any costs incurred in the preparation of a response to this request. All bids must be signed by the Respondent in permanent ink and submitted in sealed envelopes, bearing on the outside, the Respondent's name, address, telephone number, and the name of the Project for which the bid is submitted. The District reserves the right to reject any and all Proposals, or to waive any irregularities or information in the Proposals or the RFP process. It is each Respondent's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the Respondent unopened.

2. Hawthorne School District – Nutrition Services: The RFP consists of four (4) Bid Proposal Schedules and the 2023-24 school year estimated annual expenditure per schedule is as follows:

Schedule A – Distribution of Frozen, Refrigerated, Processed USDA Foods (Commodities), Snacks, and Dry Food Products (\$1,865,052.00)

Schedule B – Dairy Products (\$410,293.00)

Schedule C – Fresh Bread (\$44,117.00)

Schedule D – Paper Products (\$194,368.00)

3. 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 Owner's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered.**

4. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the Owner determines that any bid is unintelligible, inconsistent, or ambiguous, the Owner may reject such bid as not being responsive to the Notice Inviting Bids.

5. Examination of RFP Documents. Each Respondent is receiving forms prepared by the District, and is responsible for inspection of the District documents, for missing or illegible pages, or other indication of incomplete information provided to the Respondent. The failure or neglect of any Respondent to receive or examine any contract document, form, instrument, addendum, or other document, shall in no way relieve any Respondent from obligations with respect to his or her proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

6. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

No Respondent may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

7. Interpretation of Plans and Documents/Pre-Bid Clarification. If any prospective Respondent is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the Owner. The Respondent submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each contractor receiving a set of the Contract Documents.** No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the Owner. If discrepancies on drawings, specifications or elsewhere in the Contract Documents are not covered by addenda, Respondent shall include in their bid methods of construction and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email, to only the following persons:

TO: Aneska I. Kekula, Purchasing Director
ikekula@hawthorne.k12.ca.us

CC: Jennifer Kim, Director of Nutrition Services
Jkim@hawthorne.k12.ca.us

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone and fax number, Specifications and/or Drawing number, and document title. Respondent is responsible for the legibility of handwritten requests. Pre-bid clarification request shall be filed a minimum eight (8) calendar days prior to bid opening. Requests received less than eight (8) calendar days before bid opening shall not be considered or responded to. A written response to timely pre-bid clarifications requests which materially affects the Respondent's price will be made by Addendum issued by the Hawthorne School District not less than seventy-two (72) hours prior to bid opening.

8. Respondents Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a Respondent, or that has quoted prices of materials to a Respondent, is not thereby disqualified from submitting a proposal or quoting prices to other Respondents or making a prime proposal.

9. Disqualification of Respondents and Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any Respondent is interested in more than one proposal for the work will be cause for rejecting all proposals in which such Respondent is interested, and the Respondent will forfeit their bid security to the District.

10. Addenda. Clarification or any other notice of a change in the RFP Documents, will be issued only by the District, and only in the form of a written Addendum, transmitted by e-mail, posted on a website, or available for pick up. Any other purported Addenda are void and unenforceable. Respondent is responsible for ascertaining the disposition of all Addenda issued regardless of District notification and to acknowledge all Addenda in the submitted sealed proposal prior to the due date and time. Copies of the Addendum will be made available for inspection wherever the Proposal Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Any Addendum issued by the District and not noted as being acknowledged by Respondent as required in the Proposal Form, may result in the proposal being deemed non-responsive.

11. Unbalanced or Altered Bid Proposals. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the Respondent has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a Respondent may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid proposal is based on prices significantly less than cost of the product and prices which are significantly overstated in relation to cost of the product, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

12. Substitutions and Samples. All items bid upon must conform to the specifications set forth in the proposal documents. The District reserves the right to reject all Proposals that do not conform to the specifications. When bidding on brands or products other than those specified, the Respondent must state in the proposal if you are submitting an "equivalent" or "like" product, from what is currently on our planned menus. Suitability and valuation of "equals" rests in the sole discretion of District, for a "like" item to be considered an approved substitution.

13. Product Change Clause. As production and manufacturing changes occur, it is understood that enhanced products or packaging may supersede existing products in price, quality, packaging, availability, etc., and yet be essentially similar. This request for proposal seeks to address these rapid changes in the industry by allowing the Respondent to propose similar or identical products during the contract Term.

14. Patents, Etc. Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words "or equal" unless the proposal specifically requires no substitutions. When submitting proposals on brands other than those specified, the submitter must state on the proposal the brand, quality, code number, on each item proposed. Respondent, at their expense, shall furnish samples and full descriptive information covering the product proposed.

15. Failure to Fulfill Contract. When any Respondent shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District, may, at its sole discretion, annul and set aside the contract entered into with said Respondent, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to be to the best advantage of the District. Including but not limited to entering a contract with the next lowest. Any failure to furnish such articles or services by reason of the failure of the Respondent, as above stated, shall be a liability against such Respondent and his sureties. The District reserves the right to cancel any articles or services which the successful Respondent may be unable to furnish because of economic conditions, governmental regulations, or other similar causes beyond the control of the Respondent, provided satisfactory proof is furnished, if requested.

16. Actual Damages. The awarded Respondent shall be subject to the assessment and withholding of Actual Damages resulting from the Respondent's non-performance or failure to adhere to the set deadlines as referenced in the Notice to Proceed. The District shall be able to recover all actual damage incurred because of the default. The District shall provide an itemized list of damages incurred and said amount shall be deducted from the next Invoice received by the District from the awarded Respondent.

17. Proposal Signatures. All proposals must show the firm name and must be signed in ink by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

If the Respondent is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President, and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the Owner. Such documents shall include the title of such signatories under the signature and shall bear the corporate seal.

If the Respondent is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The proposal must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the Owner, in which case the general partner may sign.

Proposals submitted as joint ventures must so state and be signed by each joint venture.

Proposals submitted by individuals must be signed by the Respondent unless an up-to-date power-of-attorney is on file in the Owner office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

18. Cancellation for Insufficient or Non-Appropriated Funds. The Respondent hereby agrees and acknowledges that monies utilized by the District to purchase the items bid on is public money appropriated by the State of California and/or Federal Government and is subject to variation. The District fully reserves the right to cancel the contract at any time and/or limit quantities of items due to non-availability or non-appropriation of sufficient funds.

19. Required Delivery Dates. Actual delivery of products shall be coordinated with Jennifer Kim, Director of Nutrition Services. The District, as a matter of RFP non-responsiveness, shall reject all Proposal (regardless of price) that fail to indicate ability to deliver the product within the required time. Upon award of bid, Respondent shall demonstrate the ability to acquire product within the agreed upon lead time to ensure prompt delivery and service schedules. The minimum quantities required, in order for the District to place orders for needed items, must be clearly indicated on the proposal forms.

20. Delivery. All prices shall be quoted FOB destination. Destinations shall be the individual school or District site locations placing the order. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. The Purchase Order number shall appear on all delivery receipts and invoices.

21. Safety. Before entering the property of the District, especially at any school site where staff or children may be present, the Respondent and its employees, or Subcontractors shall at no time exceed five (5) miles per hour in designed parking areas. The greatest care shall be exercised in guarding the safety of children, District staff, and property.

22. Hold Harmless. The Respondent shall hold harmless and indemnify the District and the Board of Trustees, its officers and employees from every claim or demand which may be made by reason of (a) any injury to person or property sustained by any person, Respondent or corporation caused by any act, neglect, default or omission of the Respondent or any product furnished by the Respondent or of any person, Respondent, or corporation directly or indirectly employed by him/her upon or connection with his/her performance under the contract, and (b) any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process or patented or unpatented invention under this contract. The Respondent at his own expense and risk shall defend any legal proceeding that may be brought against the District or the Board of Trustees on any such claim or demand and satisfy any judgment that may be rendered against the District or the Board of Trustees therein.

23. Warranty/Quality. The Respondent shall guarantee the product(s) or service against all defects and damages. All products must be warranted to be in compliance with State of California, environmental, educational standards.

24. No Minimum or Maximum Quantities, or Order Charges. The District does not guarantee orders in listed amounts nor shall the District be required to limit its orders to specific figures. District documents merely indicate *estimated* annual quantities. Respondents shall not specify minimum or maximum quantities or charges for order types, unless specifically allowed on the proposal form. Unlimited orders within the term of the contract shall be allowed to the awarding Agency and its members at prices quoted. The *estimated* quantities listed on are for the purposes of bid tabulation and manufacturer forecasting and not to be considered a promise to purchase. District is not responsible for any products remaining in Respondent's possession at the end of the contract.

25. Brand Name or Equal. If items in this RFP are identified by "brand name" or "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality, characteristics and functionality of the products that will be satisfactory. Proposals offering substitutions for "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are determined by the District to fully meet the salient quality, functionality, and characteristics requirements listed in the RFP. Respondents submitting bid proposals other than the specified product must include detailed literature and specifications sheets with their bid proposal.

26. Product or Supplies – Bulk Orders and Volume Discounts. If a change occurs in the Respondent's commercial or commercial discount pricing for product(s) or supplies purchased in volume and or in bulk, and the change constitutes a general price decrease to the Respondent, the District reserves the right to terminate the contract unless the decrease is passed on to the District.

27. "Buy American" Clause. Buy American Provision (7 CFR, sections 210.21[d] and 220.16[d]; U.S. Department of Agriculture Policy Memorandum SP 38-2017). Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760[n]), that requires all school food authorities (SFA) to purchase, to the maximum extent practical, domestic commodities or products. Section 12(n) of the NSLA defines a domestic commodity or product as an agricultural commodity (i.e., meat/meat alternate [M/MA], grain, fruit, vegetable, and fluid milk) or processed product (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains an M/MA and grain component) that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial means that over 51 percent of the final processed product (by weight or volume) consists of agricultural commodities that are grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

When funds are used from the nonprofit school food service account, SFAs must ensure that procurement transactions for food products comply with the Buy American Provision requirement in 7 CFR, sections 210.21(d) and 220.16(d), whether food products are purchased by SFAs or entities that are purchasing on their behalf.

Note: The SFA is not required to adhere to the domestic requirement for foods that are not creditable food components.

In compliance with this policy, the Nutrition Services Director and Purchasing Director will ensure that the solicitation and contract language include the requirement for domestic agricultural commodities and products and retain records documenting any exceptions in advance of accepting deliveries. Implementation of the Buy American Provision by the district will be ensured by:

- Including the Buy American Provision requirement in food bid specifications, Bids, RFPs, contracts, purchase orders, and other procurement documents issued
- Monitoring the contract to ensure that the domestic products solicited are the ones received.
- Requiring suppliers to provide certification of domestic origin for all food products, from bids and proposals through receipts and invoices.
- Conducting monthly reviews on storage facilities to ensure the domestic products received are the ones solicited for and awarded.

Exceptions to the Buy American Provision will be used as a last resort and are only allowable for one of the two exceptions listed below and outlined in further detail in the USDA Policy Memorandum SP 38-2017: Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

- The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality.
- Competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product as determined by the district.

The Nutrition Services Director or vendor must document exceptions to the Buy American Provision requirement prior to accepting each and every nondomestic agricultural commodity or product. This documentation must be on file for at least the current year plus three years

and must be made available during an on-site administrative review and an off-site procurement review.

The documented exception will include the following:

- A description of the nondomestic item and an evaluation of if there are domestic sources for the product.
- Alternative domestic commodities or products that the Nutrition Services Director considered, or the vendor offered, and the reason they were not substituted for the nondomestic item.
- A synopsis of what third-party verification (e.g., USDA Agricultural Marketing Service Run a Custom Report web page at <https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice>) was done by the vendor or the Nutrition Services Director to determine cost and availability
- Documentation by the vendor or the Nutrition Services Director outlining the price of both domestic and nondomestic commodities or products, and reasoning for lack of availability to justify the exception.
- The dates that the: (1) vendor informed the Nutrition Services Director of the nondomestic commodity or product, (2) Nutrition Services Director agreed to accept this food item in advance of delivery, and (3) commodity or product was received by the district.

28. Senate Bill 490 (Statutes of 2022). Added California Food and Agricultural Code (FAC) Section 58596.3. This new law is operative January 1, 2024 through January 1, 2029, and applies to local educational agencies (LEAs) who operate the School Nutrition Programs and receive more than \$1,000,000 in annual federal meal reimbursement (which includes the National School Lunch Program, Seamless Summer Feeding Option, School Breakfast Program, and After School Snack Program).

If an LEA receives over \$1,000,000 in annual federal meal reimbursement, they must specify in their solicitation for bids and contracts that they will only purchase agricultural food products grown, packed, or processed domestically unless any of the following applies:

- a) The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
- b) The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non-domestically.
- c) The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the public institution.

29. Assembly Bill 778 (Statutes 2022). Assembly Bill 778 (Statutes 2022). This law (effective January 1, 2023) adds LEAs to the FAC, Section 58595(c), which requires LEAs to accept a bid or price for that agricultural food product when it is grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when both of the following are met:

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

30. Pricing. Respondent should propose his/her lowest and best price on each applicable bid line item that is the subject of this RFP. All pricing should be landed cost (meaning no additional fees or charges shall be paid by the District(s).) Liability of products remains with the seller (Respondent) until goods are received.

31. Pricing – Term of Contract. The minimum contract term is one (1) year. Pursuant to California Education Code, Sections 17596 and 81644, this bid may be extended by mutual consent expressed in writing, for up to two (2) additional one (1) year increments. The maximum potential term of this agreement is three (3) years. Price increases after the initial one (1) year term may be increased and the percentage markup and the landed costs may be "subject to adjustment" at the beginning of each annual contract period. It is expressly understood that the contract rate increases are not automatic or guaranteed. The Distributor's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. District reserves the right to reject any such request and rebid and/or terminate said contract within the provisions of the existing agreement. It is understood that increases in the manufacturer's and/or processors landed costs to the Distributor are out of the control of the Distributor. Those price adjustments may be accepted or rejected by the District. Increase in the percentage markup price(s) from the RFP may not exceed the increase in the Consumer Price Index (CPI) for the Los Angeles region or price increase verified by labor rate increases justified by increases in labor contracts or State of California Department of Industrial Relations prevailing wage rates.

32. Small, Minority, Women, and Disabled Veteran Business Enterprises. The District encourage responds to engage with small, minority, women, and disabled veteran owned business enterprises. The District reserves the right to award a contract to the lowest and best priced respondent that meets or exceeds the minimum requirements.

33. Proposal Withdrawal. Proposals may be withdrawn by the Respondent prior to the time fixed for opening of the Proposal and may not be withdrawn for a period of ninety (90) days after the opening of the Proposal. A successful Respondent shall not be relieved of the bid submitted without the consent of the District, or Respondent's recourse to public Contract Code Sections 5100 et. seq.

34. Award of Proposal: Award of this bid shall be made to the responsive and responsible Respondent(s) who has the lowest and best price per bid proposal schedule. A Respondent(s) must be able to deliver the items within the required delivery date in order to be declared a responsive and responsible Respondent. Unsolicited items or services offered as part of the RFP response will not be evaluated or considered in the award process. The District reserves the right to reject any or all proposals, in whole or in part, to make an award, or multiple awards, and to be the sole judge of the responsiveness and qualification of all proposals.

35. Solicitation Protest Procedures: A Respondent may file a protest if the award is not in compliance with law or Board policy. A protest must be filed in writing with the Owner's Purchasing Department within three (3) working days after notification of the contract award and shall include all documents supporting or justifying the protest. An e-mail address shall be provided and, by filing the protest, the protesting Respondent consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based. A Respondent's failure to file the protest documents in a timely manner (3-days) shall constitute a waiver of the protesting Respondent's right to protest the award of the contract.

a. Resolution of Proposal Controversy: Once the proposal protest is received, the apparent lowest responsible Respondent will be notified of the protest and the evidence presented. If appropriate, the apparent low Respondent will be given an opportunity to rebut the evidence and present evidence that the apparent low Respondent should be allowed to provide the services. If deemed appropriate by the Owner, an informal hearing will be held. Owner will issue a written decision within fifteen (15) days of receipt of the protest unless factors beyond the Owner's reasonable control prevent such resolution. The Decision on the Bid Protest will be copied to all parties involved in the protest.

b. Finality. The decision made by the District concerning the Proposal controversy will be final and not subject to any further Appeals.

c. Failure to comply with this Proposal Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting Vendor's administrative remedies.

36. Anti-Discrimination. It is the policy of the District that in connection with all work performed under 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, age, or marital status. The Respondent agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735.

37. Sanitation. All products shall be produced and handled in accordance with the best sanitary practices. Employees and equipment shall meet state and county health department requirements to assure clean, sound, and sanitary products. A copy of the Respondent's Hazard Analysis Critical Control Point (HACCP) program must be submitted with your proposal and inserted in **TAB 7**. Health inspection report required. Third party inspection of facility is recommended. (Only if pertaining to food.)

38. Piggyback Clause. For the term of the Contract and any mutually agreed extensions, pursuant to the request of this proposal, and at the option of the Respondent, other entities are authorized to piggyback on this proposal. Any southern California school district residing in Los Angeles, Orange, Riverside, or San Bernardino Counties may request to piggyback at the same price and upon the same terms and conditions pursuant to Public Contract Code §20118 (K-12).

The Hawthorne School District waives its right to require such other districts to draw their warrants in the favor of the District as provided in said Code sections. Acceptance or rejection of this clause will not affect the outcome of this bid.

☐ PIGGYBACK OPTION GRANTED. _____ (sign)

or

☐ PIGGYBACK OPTION NOT GRANTED. _____ (Sign)

39. Governing Law. The contract for this RFP and any other contract arising from this RFP will be governed by the laws of the State of California.

40. Employees. All Respondent employees must be acceptable to the District. Dissatisfaction with the work or the actions of any employee of the Respondent performing work under this contract shall be sufficient cause for removal of the said employee from the work or for cancellation of the contract. Employees shall always carry a visible form of identification while on District grounds (I.D. badge and shirt with company logo).

41. Unethical Behavior. By submitting a response, a Respondent shall be deemed to represent and warrant that neither it nor any of its agents or other representatives gave or offered to give any gratuity for personal gain (in the form of entertainment, gifts, or otherwise) to any District officer or employee with the intent or goal of obtaining favorable treatment with respect to the selection of a Respondent for the District's fresh produce RFP. If the District determines that a Respondent has breached or violated such warranty, the District may terminate any agreement with such Respondent, in whole or in part, and the Respondent shall be responsible and liable for any associated losses and/or damages incurred by the District. The rights and remedies of the District pursuant to this paragraph are not exclusive and are in addition to any other rights and remedies the District may have pursuant to law or contract.

42. False or Misleading Statements. A proposal which contains false or misleading statements, or which provides references which do not support an attribute or condition contended by the Respondent may be rejected. If, in the opinion of the District, such information was deemed as misleading the District may reject the proposal.

43. Obtaining Information. The District reserves the right to obtain from any and all sources information concerning a Respondent which the District deems pertinent to this RFP and to consider such information in the evaluation of the Respondent's proposal. The District is not limited to its scope of reach. Upon reasonable notice to the Respondent, the District reserves the right to make an on-site inspection of the Respondent's facilities which the District deems pertinent and necessary to evaluate the Respondent's proposal and to consider any information received from such inspection in evaluating the Respondent's proposal.

44. Drug-Free Workplace Certificate. In accordance with California Government Code §§8350 et seq., the Drug-Free Workplace Act of 1990, the successful Respondent will be required to execute a Drug-Free Workplace Certificate concurrently with the execution of the Agreement. The successful Respondent will be required to implement and take the affirmative measures outlined in such provisions. Failure of the successful Respondent to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Respondent.

45. Workers' Compensation. In accordance with the provisions of Labor Code Section 3700, the successful Respondent as the Respondent shall secure payment of compensation to all employees. The Respondent shall sign and file with the Owner the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such a certificate is included as a part of the RFP Package.

46. Computerized ordering system. It is preferred but not required that the Respondent have an existing computerized ordering system in place at the time the proposal is submitted. The system at a minimum must be user friendly, allow for Kitchen Managers to place their orders per location, have the ability for the District to view past, current, and future orders, pull historical data, and run usage reports. Each Kitchen Manager shall place their orders directly into the computerized ordering system. Ordering and lead-times will be mutually agreed upon between the apparent lowest priced Respondent and the District, but not to exceed 14 calendar days. Computerized Ordering System must be able to:

- Allow Kitchen Managers to place their orders online.
- Ability for the District to view past, current, and future orders.
- Retrieve historical data.
- Run usage reports.
- Ability to view lead times, fill rate, recalls, etc.

47. Invoices. Invoices must be provided to the Kitchen Managers per location with each delivery. Invoices must reflect the following information:

- Invoice Number
- Invoice Date
- Transaction Date

- School Name and address
- Customer Number
- Item Number
- Quantity shipped.
- Product description
- Unit of measure/Pack size
- Unit Price
- Extended Price
- Grand Total
- Billable periods

Monthly Statement shall be mailed to Jiji Mara, Accounting Technician, 14120 S. Hawthorne Blvd, Hawthorne, CA 90250. The statement shall be sub-totaled per school site with a grand total on the bottom of the invoice.

Include a sample of your monthly invoice with the proposal – Tab 8.

48. Payment Term. Term is Net 30 days.

49. Credit Memos. The Respondent's delivery driver shall provide each location with a credit at the time of the delivery for all merchandise short on delivery, damaged, spoiled, or returned product. A copy of this credit, quantity, unit price, extended price, product item number, and description shall be mailed with the corresponding invoice to Jiji Mara, Accounting Technician, 14120 S. Hawthorne Blvd, Hawthorne, CA, 90250.

50. Discounts. The awarded Respondent must identify the amount of each discount, rebate, other applicable credit, and the reason on the Invoice and the monthly Statement/s provided to the District.

51. Product Recalls. If a product recall is instituted on an item that has been furnished and delivered to a school site location, the awarded Respondent must immediately notify the District with all pertinent information regarding the recall. Notice shall be sent to:

Jennifer Kim,
Nutrition Services Director
14120 S. Hawthorne Blvd.
Hawthorne, CA 90250
310-263-3986
E-Mail: jkim@hawthorne.k12.ca.us

52. Security. In addition to the security requirements set forth elsewhere in the bid proposal documents and contract, the awarded Respondents shall adhere to the following:

- A. The awarded Respondent will be issued keys and gate clickers to open gates and gain access to the District grounds. The keys must not be duplicated, and the awarded Respondent(s) is responsible for returning the issued keys and gate clickers to the District at the completion of the contract. The Respondent will be charged for keys and gate clickers that were issued and are not returned to the District at the completion of the contract, fees will be charged per item as follows:

Grand Master Key	\$50,000.00 each
Site Master Key	\$25,000.00 each
Individual Key	\$ 5,000.00 each
Gate Clicker	\$ 5,000.00 each

- B. The awarded Respondent, its subcontractors, staff, or their designee, herein referred to as the "Respondent" shall be responsible to secure the facility when the building is not in use or when the Respondent is leaving the area for any length of time. No doors, windows, or gates shall be left opened or unlocked and the Respondent shall take all necessary precautions to secure, protect, and prevent all district property and facilities from theft and damage. If the Respondent does not properly secure the doors, windows, or gates, the District will issue a written warning of the first violation to the awarded Respondent. Thereafter, any violation reported to the Curtis Smith, Maintenance Coordinator, or his designee, from the time the report is made the awarded Respondent will be fined **one hundred dollars (\$100.00) per hour**, until district staff is able to remedy and secure the facility(s).

All damages or loss of district property caused in whole or in part due to negligence by the Respondent directly or indirectly shall be remedied by the awarded Respondent, at their expense. If loss or damage occurs, the District shall reserve the right to file a claim with the awarded Respondent's insurance carrier or deduct said amount from any pay application or invoice.

- C. The Building Alarm code shall also be provided to the Respondent, and information shall not be shared or distributed for purposes not related to the fulfillment of this contract. If the alarm code is shared outside of the scope of this contract, the Respondent shall be billed for all costs incurred by the District to re-set alarm code. If the Respondent, its subcontractors, staff, or their designee, herein referred to as the "Respondent" fails to properly enter the facility and trips the alarm upon entry or exiting of the building and it causes a false alarm, all fees associated with the false alarm incident shall be billed to the Respondent.

53. Debarment. Respondent may also be subject to debarment, in addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code section 72, if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- A. Intentionally or with reckless disregard, violated any term of the contract with the District.
- B. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District.
- C. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
- D. Made or submitted a false claim against the District or any other public entity (See Government Code section 12650, et seq., and Penal Code section 72).

SUPPLEMENTAL INSTRUCTIONS AND CONDITIONS

1. Price agreement shall be effective from July 1, 2024 through June 30, 2025.
2. The SFA and Respondent, where applicable, shall comply with all applicable standards, orders, or regulations issued, including:
 - Section 306 of the Clean Air Act (42 U.S.C. 1847[h]):
 - Section 508 of the Clean Water Act (33 U.S.C. 1368):
 - Executive order 11738:
 - Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15 et seq. Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement.
3. Food Safety Modernization Act District information. Delivery times and schedules shall be negotiated upon mutual agreement between the District and the awarded Respondent(s), per Bid Proposal Schedules.
4. For USDA Foods end products, the Respondent shall provide pricing for processed food commodities using approved USDA system, Net off Invoice (NOI) or Fee for Service (FFS).
 - A. The price shall be per case and the number of servings and/or units per case shall be indicated by the Respondent.
 - B. For commercial equivalent products, the Respondent shall provide pricing based on the case packaging, catalog, price list, or any other commonly recognized methodology that is standard in the industry. (USDA foods only).
5. The District reserves the right to acquire from other sources during the life of this contract such like items, as may be required for testing, evaluation, experiment, for special programs, emergency situations, or whenever the successful Respondent is unable to supply the product, and etc. The provisions of this contract shall in no way prohibit the District from making an incidental purchase from another supplier for the same services/supplies listed herein.
6. The District reserves the right to discontinue service of any and/or all items if in its sole discretion the district determines that any product is detrimental to the health and welfare of students and/or staff and will hold the Respondent in default. Product furnished under this RFP which fail to maintain their standard of quality, will be removed from the contract and the Respondent may be required to supply an acceptable replacement product at no increase in cost to the District.
7. Evaluation of Proposals:

Proposals will be opened on or after the date and time specified in the Notice Calling for RFPs. During the evaluation process, the District may ask Respondents to clarify information in the proposals, but Respondents may not change their proposals.

An error in the proposal may cause the District to reject that proposal; however, the District may, in its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the District will consider the conformance of the proposal to the format and content required by the RFP, and that the Respondent's intent is clearly established based on review of the whole proposal. Based on that established intent, the District may choose to correct an error such as obvious grammatical or punctuation errors and arithmetic errors. The Master Copy of the proposal shall have priority over additional proposal copies.

The District will open proposals to determine if they contain all the required information in accordance with this RFP. The District will evaluate qualifying proposals using the following criteria:

TECHNICAL and PRICE EVALUATION for RESPONSIVE RESPONDENTS.

- A. First, to be deemed responsive and qualify for the evaluation process, a proposal must be timely submitted and materially satisfy all mandatory requirements identified in this RFP. Submitted proposals will be initially screened for completeness. Proposals that are not materially complete, at the District's discretion, will not be evaluated further. Nonresponsive proposals will not be evaluated.
- B. Second, the respondents with a minimum of (100) points per evaluator, in the Technical Criteria, based on responses in the Questionnaire, References, and Proposal Package Requirements, are deemed responsible and move on to the price determination. Contracts are awarded to the responsive & responsible respondent whose proposal is the most advantageous to the District, with price and other factors considered.

TECHNICAL CRITERIA	MEASUREMENT	MAXIMUM POINTS
A. Experience & Sustainability	Years in Industry; Experience Based on, but not limited to, the Respondent's Ability to Successfully Provide the Requested Service; Years in Industry; Cash Flow; Manufacturers' References (USDA foods). Experience with HSD and prior history with the District. This may generate a positive or negative result. A neutral finding will provide all Respondents the same score.	0-40
B. Qualifications	The District will evaluate the prospective Respondent's qualifications based on, but not limited to, Qualifications; Expertise; Resources; and Respondent's Financial Stability.	0-35
C. Service Level	The District will consider and rate the quality of the Respondent's Billing Capabilities; Account Support Team; Response Time; Resolution of Billing Issues/Problems.	0-30
D. Facility and Truck Inspection	Fleet Size and Description; Ability to Meet Delivery Dates; Fleet Maintenance, but not limited to.	0-25
E. References & Customer Service	The District will consider and rate the acceptability of the references presented by the Respondent. The District reserves the right to utilize all possible sources of information in making its determination.	0-20
F. Ordering System	Lead Time; Fill Rate; Available Reports; Ease of Software Access; Recalls; USDA Food Tracking System; Computerized System.	0-15
G. Added Value Elements	As it relates to any additional benefits that add value to the standard service offering, i.e., use of local growers and farmers.	0-10
<p>Minimum of 100 points to move on to price determination. Contract Awarded to Responsible Respondent with the Lowest Pricing</p>		

PROPOSAL REQUIREMENTS

PART 1 – MINIMUM GOALS AND OBJECTIVES

The District's intends to achieve the following goals and objectives to provide nutritious, high-quality meals to students and participants in the National School Lunch Program, School Breakfast Program, and Afterschool Snack, accommodate special diets where necessary, improve the nutritional quality of meals, and maintain a financially viable nonprofit food service program, through this RFP, including but is not limited to:

- Provide quality products. All merchandise must be fresh and in good condition upon delivery
- Milk will have a pack date and anticipated shelf life of 7 days or more upon delivery.
- Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery.
- Timely deliveries
- Ability to deliver twice a week, key drop (night or dark drop). Milk deliveries are daily.
- Items delivered to the school kitchens shall be placed by the awarded Respondent in the storage area or cooler as designated by the Kitchen Manager.
- Substitute merchandise is strongly discouraged and shall not be made without prior approval by the Nutrition Services Director, or designee.
- The School Nutrition Manager from each school kitchen shall carefully check all deliveries against the order, for quality, quantity, and food safe temperatures before receiving the delivery.
- Damaged or poor-quality merchandise and/or unapproved substitutes shall not be accepted. These items must be exchanged or delivered within 36 hours of original delivery date or mutually agreed upon timeline, at no additional cost to the District.
- Occasional school emergencies may occur that will require delivery of merchandise at unscheduled times. The Respondent must be able to meet these demands when they occur.
- Ability to deliver to the school sites listed in this RFP.

PART 2 – MINIMUM COMPANY REQUIREMENTS

Respondents must meet the following mandatory minimum requirement to participate in the Districts RFP Process:

- The company must have five (5) years' experience providing and delivering the requested products.
- Active Business License in the State of California
- Must be able to provide the requested insurance coverage.
- Financial capacity of a minimum of three (3) months reserves to cover all operating costs.
- Respondent shall have sufficient delivery vehicles to provide uninterrupted services, backup in case of a breakdown, and meet their obligation pursuant to the terms of this RFP.
- All delivery drivers must possess a current and active State of California Driver's License
- All delivery drivers shall always carry a visible form of identification (I.D. badge and shirt with company logo)

PART 3 – MINIMUM STORAGE AND HANDLING

Respondents must maintain a minimum standard of storage and handling, but is not limited to the following product:

- Product must have an audit trail that clearly demonstrates appropriate handling and storage practices.
- Established sanitation procedures.
- Active pest control program.
- All products shall be produced and handled in accordance with applicable sanitary practices and shall meet the standards of sanitation as determined by the Los Angeles Health Department, State of California, USDA, and FDA as applicable.
- The facility or plant shall be accessible at all times of normal operating hours for inspection by a District representative.
- All frozen/refrigerated food items shall be delivered in properly insulated mechanical or thermostatic temperature-controlled refrigeration equipment to produce the product.
- All frozen products must be delivered in a hard frozen state, 10 degrees Fahrenheit, or below.
- All refrigerated products shall be delivered between 32°-40° degrees Fahrenheit, unless otherwise specified.
- All products must be examined for the presence of metal by a detection device approved by the Food Safety and Inspection Services (FSIS).
- The metal detector must be capable of detecting metallic contaminants including, but not limited to, stainless steel shavings, pieces of metal from processing equipment, metal fragments, metal staples, packing fasteners, etc.
- The metal detection system used must have the sensitivity to detect a 1.5 mm, 440 stainless steel test standards before final packaging and a 3mm, 440 stainless steel test standards after final packaging.

PART 4 – MINIMUM PRODUCT SPECIFICATIONS

Respondents must adhere to the minimum packaging and shelf-life requirements, but is not limited to the following:

- Packages shall be constructed to ensure safe transportation to the point of delivery.
- Packaging should minimize breakage and maintain freshness.
- Cases should be clean. The District reserves the right to refuse shipment of any cases that are soiled or damaged.
- Only whole, unopened cases shall be used for packaging.
- Unless otherwise specified shelf-life to be within reasonable standards.
- If using Close Dating the key must be made available prior to the first delivery.
- The District prefers the use by date to be on the case and not printed on the individual wrapped product.
- Clear wrap packaging is preferred.
- No selling prices are to appear on any item delivered.

PART 5 – MINIMUM PRODUCT SPECIFICATIONS

Respondents must adhere to the minimum product specifications, but is not limited to the following:

- A CN Label (when applicable).
- Product Formulation Statement (PFS) must include product name, product code number, serving size, type and weight of creditable ingredients using the Food Buying Guide, printed name, signature, and name of the company representative authorized to sign on behalf of the company certifying that the information on the PFS is true and correct and date signed.
- Product Specification Sheet, to include, date, product name, code number, a CN Label (if applicable), or PFS, manufacturer, and signed by the company representative authorized to sign on behalf of the company.
- Nutrition Fact Sheet with ingredient list and product serving information.
- Certification letter identifying the state and the country of origin and a copy of the case label.

PART 6 – MINIMUM NUTRITION POLICY

Respondents must adhere to the minimum standards of nutrition policies, but is not limited to the following:

- Comply with the USDA requirements for Child Nutrition Programs.
- Minimize all artificial colors, flavors, chemical preservatives, added sodium and saturated fat in processing and preparation of products.
- Processed foods should only have the minimum quantity of sodium, fat, sugar, and/or additives that are necessary for food preservation, safety, and palatability.
- Food products and ingredients must contain zero grams of trans fat (<0.5 grams per serving).
- Meet the USDA whole grain requirements, only whole grain rich products will be offered, unless otherwise specified in the bid line items.
- Whole grain rich products must contain a minimum of 50% whole grain and the remaining grain if any, must be a creditable grain, as identified in the Food Buying Guide.

PROPOSAL PACKAGE REQUIREMENTS

Provide three (3) hard copies of the proposal, one marked "Original," and one (1) digital copy on a CD or pen drive, the proposal shall be submitted in a three-ring loose-leaf binder, if proposals are submitted in any other type of binding (i.e. spiral), the District reserves the right to reject the proposal as non-responsive to the RFP documents. All RFP packages, hard or electronic copy, will bear on the outside of the sealed envelope the name of the Respondent, address telephone number, the Owner's name, RFP number and RFP title. Respondents shall include all documents identified in the Attachments Checklist. The District may reject proposals that do not include the proper required attachments.

Proposals should be divided by tab sections (1 through 10) in accordance with the items listed below. To receive the highest consideration by the District, it is desired that each Respondent provides the below information in their RFP response. Responses should be limited to sixty pages (not including the table of contents, cover letter, certifications, attachments, or etc.). The Proposal shall be divided by tab sections according to the items in the index, this will assist the evaluation team in identifying items and information submitted with the proposal. To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification, as non-responsive to proposal documents. The content and sequence of the proposal will be as follows:

Tab 1 - Cover Letter. Only the individual(s) authorized to bind the Respondent contractually may sign the cover letter, which shall be a part of the proposal package. If the cover letter is unsigned, the District may reject the proposal. The District may reject the proposal if the Respondent fails to include the following required information:

- Name and address of responding company.
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable
- Name, title phone number, fax number, and e-mail address of the representative who will be designated as the primary liaison to the District
- Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison
- A statement expressing the Respondent's willingness to perform the services described in this RFP
- A statement expressing the Respondent's ability to provide supplies, as required, including availability of staff and other required resources to meet all deliverables as described in this RFP
- The following certification:
By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

Immediately following the cover letter, include a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials.

Tab 2 - Minimum Qualifications. Describe your experience in providing product(s) to public school districts and include in your proposal sufficient documentation that demonstrates your ability to provide the product(s) as requested in this RFP. Also, include information of the Respondent's delivery fleet (make, model, year, mileage, and condition), do you own the vehicles, lease, or contract with a delivery service company? The District will only consider Respondents that are responsive.

Tab 3– License. Do you have a Business License in the State of California? If yes, provide a copy.

Tab 4 – References. Respondent must provide a minimum of 5 references and provide current contact information. The District reserves the right to contact any of the references listed and retains the right to conduct reference checks with individuals and entities beyond those listed. Insert the completed Attachment D – List of Reference in this Tab when submitting your bid proposal.

TAB 5 – Financial Capacity. Provide a statement of the company's financial stability to perform the terms of this solicitation request and the ability to maintain financial capacity by submitting a signed audited reviewed financial statement for the past two (2) full fiscal years. A letter verifying availability of a line of credit may also be attached, however, it will be considered as supplemental information only and it is not a substitute for the required financial statement. Please do not include your company's financial statements with your bid proposal.

Tab 6 – Added Value Elements. Describe any services that add value to the standard service offering that may include but are not limited to, value-added services, product, training, equipment, support, use of local growers, etc.

Tab 7 - Certifications. The Respondent must complete and sign, all forms, and certifications, and return them with the proposal package. Insert completed Attachment E – Certifications and Attachment E – SBE/MBE/WBE/DVBE Forms in this Tab when submitting your bid proposal.

- ☐ NON-COLLUSION DECLARATION: Public Contract Code Section 7106, requires Respondents to submit declaration of non-collusion with their proposals. The form is included with the RFP documents and must be signed and dated by the Respondent under penalty of perjury.
- ☐ WORKER'S COMPENSATION: In accordance with the provisions of Labor Code Section 3700, the successful Respondent as the Contractor, shall secure payment of compensation to all employees. The Contractor shall sign and file with the Owner the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such a certificate is included as a part of the proposal package.
- ☐ DRUG-FREE WORKPLACE CERTIFICATION: Pursuant to Government Code Sections 8350 et seq., the Respondent will be required to execute a Drug-Free Workplace Certificate. The Respondent will be required to take positive measures outlined in the certificate in order to ensure the presence of a drug-free workplace. Failure to submit a proposal with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the agreement or suspension of payment thereunder. Failure to submit this form, upon award, may result in termination of the contract.
- ☐ ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS CERTIFICATION: The Respondent agrees to comply with the District's Alcoholic Beverage and Tobacco-Free Campus Policy. The form is included with the RFP documents and must be signed and dated by the Respondent under penalty of perjury.
- ☐ FINGERPRINTING/BACKGROUND CHECKS: The successful Respondent agrees to comply with all provisions of Education Code Section 45125 .1. Respondent will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during normal District hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Contractor will provide the District with a list of all employees providing services pursuant to this RFP. In the alternative, successful Respondent shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during normal district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 45125 .1.
- ☐ EQUAL OPPORTUNITY EMPLOYMENT: Respondents are required to submit a declaration of Equal Opportunity Employment Certification with their proposals. The form is included with the RFP documents and must be signed and dated by the Respondent under penalty of perjury.
- ☐ DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION: Executive Order No. 12549, requires Respondents to complete and submit the U.S. Department of Agriculture Certification Regarding Debarment, Suspension, Ineligibility form with their proposal. The form is included with the RFP documents and must be signed and dated by the Respondent under penalty of perjury.
- ☐ LOBBYING: Section 1352, Title 31, U.S. Code, requires Respondents to complete and submit the Certification Regarding Lobbying form with their proposal. The form is included with the RFP documents and must be signed and dated by the Respondent under penalty of perjury.
- ☐ IRAN CONTRACTING: Public Contract Code Section 2200-2208, requires Respondents to submit the Iran Contracting of 2010 Compliance Affidavit with their proposals. The form is included with the RFP documents and must be signed and dated by the Respondent under penalty of perjury.

TAB 8 – Supporting Documents. Insert any supporting documents, brochures, and additional information not referenced in any of the other tab sections.

TAB 9 – Minimum Qualifications Questionnaire. The Respondent shall furnish all the following information accurately and completely. Failure to comply with this requirement fully and completely may result in the rejection of any proposal submitted. Additional sheets may be attached if necessary. “You” or “your” as used in this questionnaire refers to the Respond’s Company and any of its owners, officers, directors, shareholders, parties, or principals. Certain information may lead to determination of non-compliance and the rejection of the proposal.

Respondent must meet all the following minimum qualifications to the District’s satisfaction to be given further consideration. Failure to satisfy ANY of the minimum qualifications may result in the immediate rejection of the proposal.

As of July 1, 2024, both Respondent’s company and Respondent’s company key personnel meet all the following minimum qualifications:

1. Respondent has at least five (5) years of experience with food service programs comparable in size to District (defined by enrollment)?

Yes _____ No _____

2. Respondent has knowledge and experience with the School Breakfast Program and National School Lunch Program as well as the After School Meal Supplement/Supper programs?

Yes _____ No _____

If yes, how many public agencies has your company provided similar services? _____

3. Respondent has professional references that demonstrate and evidence the ability to perform the required services?

Yes _____ No _____

4. Respondent is licensed to do business in the State of California.

Yes _____ No _____

If yes, provide the License Name Holder, Number and Expiration Date of the license associated to the service you are proposing.

Name Holder: _____

License No.: _____

Expiration Date: _____

5. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee, or consultant of the District? _____.

(a) If yes, provide details:

6. Has your company or any of its principals defaulted to cause a loss to a surety? Response must include information pertaining to the principals’ associated outside of the company submitting proposal. _____.

(a) If yes, give dates, names and address of surety and details:

7. Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? _____.

(a) If yes, provide the name of the public agency and briefly detail the dispute:

8. Have you had a service contract terminated for convenience or default in the prior five (5) years? _____.

(a) If yes, provide details including the name of the other party:

9. What is your company's average "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm use to achieve a high level of execution?

10. Will you be able to meet the delivery days, hours, and deliveries per week?

Yes _____ No _____

If yes, briefly describe your warehousing capacity and delivery plan:

11. Briefly describe your return procedures, emergency deliveries, and cancellation plans:

12. Is your storage facility approved by the California Department of Education Food Distribution Division to receive, store, handle, and distribute processed USDA Foods?

Yes _____ No _____ N/A _____

TAB 10 – Proposal Signature Form and Contract Pricing

TO: Hawthorne School District,

Having examined the proposal documents for the HAWTHORNE SCHOOL DISTRICT and having reviewed and completed the forms and understood the terms and conditions required by this Request for Proposals, the undersigned Respondent hereby proposes to furnish all labor and materials, supervision, coordination, transportation, services, and equipment required to provide product as request in this RFP.

RESPONDENT ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Date	Number	Date
_____	_____	_____	_____

Acknowledge the inclusion of all addenda issued prior to proposal submission due date, in the blanks provided above. Your failure to do so may render your proposal non-responsive.

Products and/or services considered for award shall equal or exceed a minimum quality level of industry standards as defined within this RFP, and shall comply with all applicable federal, state, and local standards, specifications, and regulations.

Submit all proposals in a sealed envelope showing the Company Name and Bid Number. Proposal must reach Hawthorne School District, Purchasing Department, at the address, time and date listed, in the Notice Calling for Request for Proposals. Complete and submit the Attachment Checklist to ensure a complete bid package. Incomplete submittals will be deemed nonresponsive. To be deemed responsive and qualify for evaluation, a proposal must be timely submitted and materially satisfy all mandatory requirements identified in this RFP.

The Hawthorne School District reserves the right to enforce timelines and/or deadlines set forth herein; however, maintains sole discretion to adjust any deadline or timeline to suit its best interest. It is the intent to adhere to the timeline indicated.

The Respondent declares that he/she has examined the Contract Documents, including the Addenda, and all other documents and requirements, and hereby proposes and agrees, if this proposal is accepted, to provide all services, to fulfill the said services in accordance with the Contract Documents.

I the below indicated, declare under penalty of perjury that the information provided, and representations made in this bid are true and correct. Use Blue Ink.

Proper Name of Company

Name of Vendor Representative

Street Address

City, State, and Zip

() _____
Phone Number

() _____
Fax Number

E-Mail

Signature of Vendor Representative

Date: _____

Must submit this page with proposal, otherwise District may reject proposal, as non-responsive.

NOTE: If Respondent is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if Respondent is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Respondent is an individual, his signature shall be placed above

SCHEDULE A																
DISTRIBUTION OF FROZEN, REFRIGERATED, PROCESSED USDA FOODS (COMMODITIES), SNACKS, AND DRY FOOD PRODUCTS																
** See Instructions on the last page after Schedule D																
								Pack Size							Only fill in these columns if substituting the listed MFR for an equal	
Bid Line Item #	Name (Common Name)*	Description (Long name)	Storage Type	Manufacturer	MFG Item #	Contains USDA Foods	Serving Size	Qty	Broken Unit	Full Unit	Usage	Qty per Case	Unit Cost per Case	Extended cost	Substitute MFR Yes/No?	Substitute MFR Name?
1	100% ORANGE MEDLEY JUICE	100% ORANGE MEDLEY JUICE	DRY	JUICY JUICE	66	NO	4.23OZ	40	EACH	CS	95		\$	\$		
2	3 BEAN VEGETABLE CHILI	3 BEAN VEGETABLE CHILI	FROZEN	JTM	5383	YES - NOI	8OZ	6	5# BAG	CS	330		\$	\$		
3	51% CHEESE STUFFED STICKS WG	51% CHEESE STUFFED STICKS WG	FROZEN	BEACON STREET	73338	YES - NOI	2 EACH	200	EACH	CS	754		\$	\$		
4	51% HONEY WHEAT BRKFST BAR IW 51%	51% HONEY WHEAT BRKFST BAR IW 51%	FROZEN	SKY BLUE FOODS	HWB5172	NO	2.8OZ	72	EACH	CS	2332		\$	\$		
5	6" YELLOW TACO SHELL	6" YELLOW TACO SHELL	DRY	MISSION FOODS	10115	NO	1.25OZ	200	EACH	CS	495		\$	\$		
6	ALASKAN BRD POLLOCK STICKS	ALASKAN BRD POLLOCK STICKS	FROZEN	SPIRITED FOODS	SF01011	NO	4OZ	2	5# BAG	CS	266		\$	\$		
7	ALL NTRL OVN RST TRKY BRST SLC	ALL NTRL OVN RST TRKY BRST SLC	FROZEN	JENNIE O	231812	YES - NOI	2.94OZ	6	2# BAG	CS	18		\$	\$		
8	ANNIES BUNNY GRAHAMS FRIENDS	ANNIES BUNNY GRAHAMS FRIENDS	DRY	GENERAL MILLS	600237	NO	1.25OZ	100	EACH	CS	110		\$	\$		
9	APPLESAUCE UNSWT PEACH CUPS	APPLESAUCE UNSWT PEACH CUPS	DRY	NATIONAL FOOD GROUP	A1555	YES - NOI	4.5OZ	96	EACH	CS	609		\$	\$		
10	BAGEL BLUEBERRY WG IW	BAGEL BLUEBERRY WG IW	FROZEN	TONY ROBERTS	36212	NO	3OZ	72	EACH	CS	812		\$	\$		
11	BAGEL MINI SLICED WW WG	BAGEL MINI SLICED WW WG	FROZEN	TONY ROBERTS	30374	NO	1OZ	180	EACH	CS	15		\$	\$		

12	BAGEL W/JALAPENO CREAM CHS WG	BAGEL W/JALAPENO CREAM CHS WG	FROZEN	POPCORN MAN	BJC520	NO	3OZ	60	EACH	CS	175		\$	\$		
13	BAGEL WHITE WHEAT WG IW	BAGEL WHITE WHEAT WG IW	FROZEN	TONY ROBERTS	19322	NO	3OZ	72	EACH	CS	2760		\$	\$		
14	BAGELS MINI STRWB CRMY CHS IW	BAGELS MINI STRWB CRMY CHS IW	FROZEN	PILLSBURY	38413	NO	2.43OZ	72	EACH	CS	1341		\$	\$		
15	BAR BUTTERMILK WG IW	BAR BUTTERMILK WG IW	FROZEN	DAVES	WG1111	NO	2.7OZ	72	EACH	CS	150		\$	\$		
16	BEAN AND CHEESE DIP	BEAN AND CHEESE DIP	FROZEN	BUENA VISTA	55999	YES - NOI	4OZ	72	EACH	CS	72		\$	\$		
17	BEANS BLACK LS	BEANS BLACK LS	DRY	LODI CANNING CO	2011	NO	1/2 CUP	6	#10 CAN	CS	30		\$	\$		
18	BEANS PINTO LS	BEANS PINTO LS	DRY	LODI CANNING CO	2017	NO	1/2 CUP	6	#10 CAN	CS	127		\$	\$		
19	BEEF BASE (NO MSG)	BEEF BASE (NO MSG)	COOLER	MINOR'S	360346/32906	NO	6GRAM	6	1# TUB	CS	59		\$	\$		
20	BEEF CHALUPA - BULK	BEEF CHALUPA - BULK	FROZEN	INTEGRATED	826005	YES - NOI	3.11OZ	72	EACH	CS	195		\$	\$		
21	BEEF SLOPPY JOE RF	BEEF SLOPPY JOE RF	FROZEN	JTM	CP545	YES - CLOSED SKU NOI	3.63OZ	6	5# BAG	CS	69		\$	\$		
22	BELLY BEARS CHOCOLATE 51% WG	BELLY BEARS CHOCOLATE 51% WG	DRY	J & J SNACK FOODS	56070	NO	1OZ	200	EACH	CS	123		\$	\$		
23	BENEFIT BRFS BAR BAN/CHOC IW	BENEFIT BRFS BAR BAN/CHOC IW	FROZEN	J & J SNACK FOODS	40402	NO	2.5OZ	48	EACH	CS	4317		\$	\$		
24	BENEFIT BRKFS BAR OAT/CHOC IW	BENEFIT BRKFS BAR OAT/CHOC IW	FROZEN	J & J SNACK FOODS	40401	NO	2.5OZ	48	EACH	CS	4142		\$	\$		
25	BITES CHIC BRD W/M FC WG	BITES CHIC BRD W/M FC WG	FROZEN	GOLD KIST	7518	YES - NOI	3.75OZ	6	5# BAG	CS	541		\$	\$		
26	BITES MAPLE SUNRISE WG IW	BITES MAPLE SUNRISE WG IW	DRY	MJM MARKETING	770100	NO	2OZ	100	EACH	CS	968		\$	\$		
27	BOTTLE PURIFIED WATER LG BTL	BOTTLE PURIFIED WATER LG BTL	DRY	PURE LIFE	6827493471	NO	16.9OZ	24	EACH	CS	2342		\$	\$		
28	BOWLPK CHEERIOS	BOWLPK CHEERIOS	DRY	GENERAL MILLS	32262	NO	1OZ	96	EACH	CS	492		\$	\$		
29	BRD CRISPY PATTIES WG	BRD CRISPY PATTIES WG	FROZEN	TYSON	1.0703E+10	YES - NOI	3OZ	175	EACH	CS	157		\$	\$		

30	BRD SPICY CHIX PATTIES WG	BRD SPICY CHIX PATTIES WG	FROZEN	TYSON	1.0703E+1 0	YES - NOI	3OZ	175	EACH	CS	809		\$	\$		
31	BRD SPICY TENDERS WG	BRD SPICY TENDERS WG	FROZEN	TYSON	1.0703E+1 0	YES - NOI	3.42OZ	31.86	POUNDS	CS	115		\$	\$		
32	BREADED ONION RINGS WG	BREADED ONION RINGS WG	FROZEN	TASTY BRANDS	33504	NO	2.69OZ	6	5# BAG	CS	81		\$	\$		
33	BROCCOLI CUTS	BROCCOLI CUTS	FROZEN	SIMPLOT	1.0071E+1 3	NO	12/2LB	12	2# BAG	CS	450		\$	\$		
34	BROWNIE WG IW	BROWNIE WG IW	FROZEN	BUENA VISTA	82220	NO	2OZ	96	EACH	CS	12		\$	\$		
35	BURGER BEEF 100% STEAK	BURGER BEEF 100% STEAK	FROZEN	DON LEE FARMS	CNQ16300 3	YES - CLOSED SKU NOI	3OZ	180	EACH	CS	700		\$	\$		
36	BURR BEAN CHEESE LS WG IW	BURR BEAN CHEESE LS WG IW	FROZEN	MCI FOODS/LOS CABOS	97576	YES - NOI	5.2OZ	96	EACH	CS	950		\$	\$		
37	BURRITO BEAN AND RICE GF	BURRITO BEAN AND RICE GF	FROZEN	AMY'S	352/62260 6	NO	5.5OZ	12	EACH	CS	45		\$	\$		
38	BURRITO BEAN CHEESE WG IW	BURRITO BEAN CHEESE WG IW	FROZEN	MCI FOODS/LOS CABOS	61300	YES - NOI	3.95OZ	120	EACH	CS	1150		\$	\$		
39	BUTTERMIST SPRAY	BUTTERMIST SPRAY	DRY	BUTTER BUDS	56217	NO	17OZ	6	CANS	CS	150		\$	\$		
40	CAKE CRUMBLE MOCHA WG IW	CAKE CRUMBLE MOCHA WG IW	FROZEN	BUENA VISTA	90050	YES - NOI	3.4OZ	72	EACH	CS	370		\$	\$		
41	CEREAL CORN CHEX BOWL PAK GF	CEREAL CORN CHEX BOWL PAK GF	DRY	GENERAL MILLS	33213	NO	1OZ	96	EACH	CS	212		\$	\$		
42	CEREAL CUP BLUEBERRY CHEX	CEREAL CUP BLUEBERRY CHEX	DRY	GENERAL MILLS	17262	NO	2OZ	60	EACH	CS	95		\$	\$		
43	CEREAL CUP CINNAMON CHEX GF	CEREAL CUP CINNAMON CHEX GF	DRY	GENERAL MILLS	14883	NO	2OZ	60	EACH	CS	275		\$	\$		
44	CEREAL RICE CHEX BOWLPAK GF	CEREAL RICE CHEX BOWLPAK GF	DRY	GENERAL MILLS	31921	NO	1OZ	96	EACH	CS	110		\$	\$		
45	CHERRY SNACK	CHERRY SNACK	DRY	CHERRY CENTRAL	2136	YES - NOI	1.36OZ	100	EACH	CS	417		\$	\$		
46	CHIC BRST FILET W RIB GRILL FC	CHIC BRST FILET W RIB GRILL FC	FROZEN	TYSON	1.0703E+1 0	YES - NOI	2.26OZ	215	EACH	CS	25		\$	\$		
47	CHIC NUG HMSTLEBRD FC WG	CHIC NUG HMSTLEBRD FC WG	FROZEN	GOLD KIST	615300	YES - NOI	3.04OZ	30	POUNDS	CS	585		\$	\$		

48	CHICKEN BASE	CHICKEN BASE	COOLER	MINOR'S	59014/360 372	NO	1# TUB	12	TUBS	CS	20		\$	\$		
49	CHICKEN FC POPCORN ORANGE	CHICKEN FC POPCORN ORANGE	FROZEN	YANGS	8-52724- 00072-5	NO	3.6oz	2	5# BAG	CS	850		\$	\$		
50	CHICKEN WINGS OVEN ROASTED	CHICKEN WINGS OVEN ROASTED	FROZEN	TYSON	1.0347E+1 0	YES - NOI	3OZ	4	7.5# BAG	CS	25		\$	\$		
51	CHILI GREEN DICED	CHILI GREEN DICED	DRY	LAS PALMAS	359608	NO	100OZ	6	#10 CAN	CS	16		\$	\$		
52	CHIPS POTATO REGULAR	CHIPS POTATO REGULAR	DRY	LAYS	19846	NO	0.5OZ	120	EACH	CS	15		\$	\$		
53	CHIPS SPICY SWEET CHILI RF WG	CHIPS SPICY SWEET CHILI RF WG	DRY	DORITOS	49093	NO	1OZ	72	EACH	CS	75		\$	\$		
54	CHIPS TORTILLA COOL RNCH RF WG	CHIPS TORTILLA COOL RNCH RF WG	DRY	DORITOS	36096	NO	1OZ	72	EACH	CS	75		\$	\$		
55	CHIPS TORTILLA NACHO CHS RF WG	CHIPS TORTILLA NACHO CHS RF WG	DRY	DORITOS	31748	NO	1OZ	72	EACH	CS	75		\$	\$		
56	CHIPS TORTILLA RND NO SALT IW	CHIPS TORTILLA RND NO SALT IW	DRY	WARNOCK	31125	NO	2OZ	100	EACH	CS	710		\$	\$		
57	CHOC GRANOLA POUCH	CHOC GRANOLA POUCH	DRY	ROCKIN'OLA	8004124	NO	2OZ	125	EACH	CS	275		\$	\$		
58	CHOCOLATE NO NUT BUTTER	CHOCOLATE NO NUT BUTTER	DRY	BACK TO BASICS JNS	1016	NO	1OZ	220	EACH	CS	125		\$	\$		
59	CHOW MEIN CRISPY NOODLES WG IW	CHOW MEIN CRISPY NOODLES WG IW	DRY	ASIAN FOOD SOLUTIONS	79201	NO	0.8OZ	140	EACH	CS	65		\$	\$		
60	CHSBURG MINI TWIN SANDW IW (meatloaf)	CHSBURG MINI TWIN SANDW IW (meatloaf)	FROZEN	ADVANCE PIERRE	1E+10	YES - CLOSED SKU NOI	4.86OZ	80	EACH	CS	260		\$	\$		
61	CINNAMON CHEX BOWL PAK GF	CINNAMON CHEX BOWL PAK GF	DRY	GENERAL MILLS	38387	NO	1OZ	96	EACH	CS	50		\$	\$		
62	CINNAMON CRUMBLE WG IW	CINNAMON CRUMBLE WG IW	FROZEN	BUENA VISTA	90040	YES - NOI	4OZ	72	EACH	CS	765		\$	\$		
63	CINNAMON GRAHAM BUG BITE IW	CINNAMON GRAHAM BUG BITE IW	DRY	KEEBLER	30100- 55644	NO	1OZ	210	EACH	CS	85		\$	\$		
64	CINNAMON GRANOLA	CINNAMON GRANOLA	DRY	ROCKIN'OLA	8004230	NO	2OZ	125	EACH	CS	600		\$	\$		
65	CLASSIC HUMMUS	CLASSIC HUMMUS	COOLER	KRONOS	428935/38 3452	NO	4#	2	4# TUBS	CS	35		\$	\$		

66	CLASSIC SODA	CLASSIC SODA	DRY	COCA COLA	535999	NO	12OZ	35	EACH	CS	160		\$	\$		
67	CMDY CHEESEBURGER SLIDERS IW	CMDY CHEESEBURGER SLIDERS IW	FROZEN	INTEGRATED	C47220	YES - FFS	4.35OZ	75	EACH	CS	850		\$	\$		
68	CMDY STRAWBERRY CUPS (110846)	CMDY STRAWBERRY CUPS (110846)	FROZEN	WAWONA	059682-77	YES - FFS	4.5OZ	96	EACH	CS	300		\$	\$		
69	CN CRISPY TENDERS WG	CN CRISPY TENDERS WG	FROZEN	TYSON	1.0703E+10	YES - NOI	95G	4	7.965# BAG	CS	400		\$	\$		
70	COFFEE CLASSIC ROAST REG	COFFEE CLASSIC ROAST REG	DRY	FOLGERS	1660437	NO	43.5OZ	6	CANS	CS	17		\$	\$		
71	COKE ZERO	COKE ZERO	DRY	COCA COLA	14114	NO	12OZ	35	EACH	CS	51		\$	\$		
72	CONCHA VANILLA WG IW	CONCHA VANILLA WG IW	FROZEN	MICHAEL B'S BESTWAY	70594	NO	2.25OZ	85	EACH	CS	1709		\$	\$		
73	COOKIE RF C/CHIP WG IW	COOKIE RF C/CHIP WG IW	FROZEN	BUENA VISTA	79010	NO	1.0OZ	200	EACH	CS	70		\$	\$		
74	COOKIES PUMPKIN WG IW	COOKIES PUMPKIN WG IW	FROZEN	FAT CAT BAKERY	WGPMP140-1SW	NO	1.3OZ	140	EACH	CS	60		\$	\$		
75	CORN CRUNCH BUFFALO RANCH IW	CORN CRUNCH BUFFALO RANCH IW	DRY	ROCKIN'OLA	4629	NO	0.74OZ	250	EACH	CS	160		\$	\$		
76	CORN CRUNCH DIABLO IW	CORN CRUNCH DIABLO IW	DRY	ROCKIN'OLA	4612	NO	0.74OZ	250	EACH	CS	80		\$	\$		
77	CORN CRUNCH KETTLE	CORN CRUNCH KETTLE	DRY	ROCKIN'OLA	8004605/761408	NO	0.74OZ	250	EACH	CS	40		\$	\$		
78	CORN WHOLE KERNEL LS	CORN WHOLE KERNEL LS	DRY	SENECA	36763/1067735263	NO	#10 CAN	6	#10 CAN	CS	40		\$	\$		
79	CORNBREAD BOWL WG	CORNBREAD BOWL WG	FROZEN	BAKE CRAFTERS	2178	NO	2.5OZ	60	EACH	CS	435		\$	\$		
80	CRACKER CHEEZ-IT WG IW	CRACKER CHEEZ-IT WG IW	DRY	KELLOGGS	24100-79263	NO	0.75OZ	175	EACH	CS	275		\$	\$		
81	CRACKER CHURRO CRNCH CRAVE IW	CRACKER CHURRO CRNCH CRAVE IW	DRY	J & J SNACK FOODS	2049193	NO	1OZ	160	EACH	CS	123		\$	\$		
82	CRACKER FOOD & NUTRITION WG IW	CRACKER FOOD & NUTRITION WG IW	DRY	DICK AND JANE	ES1001/660904	NO	1OZ	120	EACH	CS	260		\$	\$		
83	CRACKERS GOLDFISH CHEDDAR WG	CRACKERS GOLDFISH CHEDDAR WG	DRY	PEPPERIDGE FARM	18105	NO	0.75	300	EACH	CS	175		\$	\$		

84	CRACKERS GOLDFISH COLORS WG	CRACKERS GOLDFISH COLORS WG	DRY	PEPPERIDGE FARM	4788	NO	0.75	300	EACH	CS	170		\$	\$		
85	CRACKR BITE SAVORY WHEAT WG IW	CRACKR BITE SAVORY WHEAT WG IW	DRY	MJM MARKETING	801155	NO	10Z	155	EACH	CS	160		\$	\$		
86	CRAISINS DRIED CRANBERR-CHERRY	CRAISINS DRIED CRANBERR- CHERRY	DRY	OCEAN SPRAY	23444	NO	1.16OZ	200	EACH	CS	50		\$	\$		
87	CRISPS CINNAMON	CRISPS CINNAMON	DRY	NATURE VALLEY	48256	NO	1.2OZ	120	EACH	CS	145		\$	\$		
88	CUBE SEASONED CROUTONS IW	CUBE SEASONED CROUTONS IW	DRY	SUGAR FOODS	493241/74 470	NO	0.25OZ	250	EACH	CS	78		\$	\$		
89	CUMIN SEED GROUND	CUMIN SEED GROUND	DRY	PACIFIC SPICE	CUMG12I	NO	1LB	1#	CONTAIN ER	EA	17		\$	\$		
90	DICED PEACHES LS	DICED PEACHES LS	DRY	CHH	41270	NO	#10 CAN	6	#10 CAN	CS	170		\$	\$		
91	DIET DR PEPPER	DIET DR PEPPER	DRY	DR PEPPER	14208	NO	12OZ	35	EACH	CS	15		\$	\$		
92	DK WG BRD TRAD DRUMSTICKS	DK WG BRD TRAD DRUMSTICKS	FROZEN	TYSON	1.666E+10	YES - NOI	4.4OZ	92	EACH	CS	815		\$	\$		
93	DOMESTIC GARLIC POWDER	DOMESTIC GARLIC POWDER	DRY	PACIFIC SPICE	1GP121	NO	1LB	1#	CONTAIN ER	EA	17		\$	\$		
94	DOMESTIC PAPRIKA	DOMESTIC PAPRIKA	DRY	PACIFIC SPICE	PAPC12I	NO	1LB	1#	CONTAIN ER	EA	17		\$	\$		
95	DRESSING BALSAMIC VINAIGRTT LT	DRESSING BALSAMIC VINAIGRTT LT	DRY	KENS FOODS	KE0636	NO	1 GAL	4	1 GAL	CS	15		\$	\$		
96	DRESSING LITE CAESAR	DRESSING LITE CAESAR	COOLER	KENS FOODS	808	NO	1 GAL	4	1 GAL	CS	15		\$	\$		
97	DRESSING RANCH LITE (NO MSG)	DRESSING RANCH LITE (NO MSG)	COOLER	KENS FOODS	708	NO	1 GAL	4	1 GAL	CS	80		\$	\$		
98	DRESSING SESAME ORIENTAL	DRESSING SESAME ORIENTAL	DRY	MARZETTI COMPANY	41464	NO	1 GAL	4	1 GAL	CS	38		\$	\$		
99	DRSSG FF BUTTERMILK RANCH IW	DRSSG FF BUTTERMILK RANCH IW	DRY	PORTION PAC	7.1604E+1 2	NO	12GM	200	EACH	CS	157		\$	\$		
100	DUMPLING VEGETABLE WW	DUMPLING VEGETABLE WW	FROZEN	CHEF ONE	66970	NO	4.8OZ	8	2.5# BAG	CS	380		\$	\$		
101	EGG HARD COOKED PEELED CF	EGG HARD COOKED PEELED CF	COOLER	SUNNY FRESH	51039	YES - NOI	6CT	12	6CT PACK	CS	15		\$	\$		

102	EMOJI CHERRY/LIME ICE CUP	EMOJI CHERRY/LIME ICE CUP	FROZEN	ROSATI	0-77222-35488-4	NO	4.4OZ	90	EACH	CS	192		\$	\$		
103	FRANKS BEEF 5/1 - 6 3/4 "	FRANKS BEEF 5/1 - 6 3/4 "	FROZEN	HOFFY	2102	NO	91G	4	5# BAG	CS	210		\$	\$		
104	FZN EDAMAME SHELLED IW 50/3OZ	FZN EDAMAME SHELLED IW 50/3OZ	FROZEN	FRESH PRODUCE	139152	NO	3OZ	50	EACH	CS	540		\$	\$		
105	GOOD FORTUNE ICE ORANGE	GOOD FORTUNE ICE ORANGE	FROZEN	ROSATI	35489-1	NO	4.4OZ	90	EACH	CS	840		\$	\$		
106	GRAHAMS CHOCOLATE TIGER BITES	GRAHAMS CHOCOLATE TIGER BITES	DRY	KELLOGGS	30100-40239	NO	1OZ	150	EACH	CS	100		\$	\$		
107	GRAHAMS VANILLA CHATSNAX	GRAHAMS VANILLA CHATSNAX	DRY	KELLOGGS	30100-12695	NO	1OZ	210	EACH	CS	180		\$	\$		
108	GRAHAMS W FIBER HONEY WG IW	GRAHAMS W FIBER HONEY WG IW	DRY	MJM MARKETING	300151	NO	1OZ	150	EACH	CS	268		\$	\$		
109	GRANULATED SALT	GRANULATED SALT	DRY	PACKER LABEL	118160	NO	25LB	1	25# BAG	SK	17		\$	\$		
110	GRAVY TURKEY	GRAVY TURKEY	DRY	CAMPBELL'S	10061	NO	50OZ	12	CANS	CS	48		\$	\$		
111	GRILLED CHSW/RS CHS WG IW	GRILLED CHSW/RS CHS WG IW	FROZEN	INTEGRATED	134000	YES - NOI	4.19OZ	72	EACH	CS	1315		\$	\$		
112	GROUND BLACK PEPPER	GROUND BLACK PEPPER	DRY	PACIFIC SPICE	PEPBG12I	NO	1LB	1	CONTAINER	EA	17		\$	\$		
113	GROUND OREGANO	GROUND OREGANO	DRY	PACIFIC SPICE	ORMG12I	NO	12OZ	1	CONTAINER	EA	17		\$	\$		
114	HOMINY WHITE	HOMINY WHITE	DRY	BUSH BROS	01728/267001	NO	108OZ	6	#10 CAN	CS	75		\$	\$		
115	HONEY ROASTED SUNFLOWER KERNEL	HONEY ROASTED SUNFLOWER KERNEL	DRY	AZAR NUT COMPANY	7220210	NO	1OZ	150	EACH	CS	215		\$	\$		
116	HOT SAUCE	HOT SAUCE	DRY	CHOLULA	710585/901607502	NO	7.5ML	200	EACH	CS	8		\$	\$		
117	HOT SAUCE	HOT SAUCE	DRY	TAPATIO	89202	NO	32OZ	12	BOTTLES	CS	8		\$	\$		
118	HOT SAUCE PACKETS	HOT SAUCE PACKETS	DRY	TAPATIO	7788500193	NO	7G	500	EACH	CS	15		\$	\$		
119	HUMMUS CUP	HUMMUS CUP	DRY	NATIONAL FOOD GROUP	A5000	YES - NOI	3OZ	120	EACH	CS	15		\$	\$		

120	JUICE 100% APPLE	JUICE 100% APPLE	DRY	APPLE AND EVE	84526TPF	NO	6.75OZ	36	EACH	CS	330		\$	\$			
121	JUICE 100% ORANGE TANGERINE	JUICE 100% ORANGE TANGERINE	DRY	APPLE AND EVE	86003TPF	NO	4.23OZ	40	EACH	CS	36		\$	\$			
122	JUICE 100% VERY BERRY	JUICE 100% VERY BERRY	DRY	APPLE AND EVE	84527TPF	NO	6.75OZ	36	EACH	CS	254		\$	\$			
123	JUICE FRUITBLS TROPICAL TWIST	JUICE FRUITBLS TROPICAL TWIST	DRY	APPLE AND EVE	24023TPF	NO	4.23OZ	40	EACH	CS	870		\$	\$			
124	KETCHUP SINGLE SERVE PACKET	KETCHUP SINGLE SERVE PACKET	DRY	KRAFT HEINZ FOODS CO	1.3001E+11	YES - NOI	9G	1000	EACH	CS	855		\$	\$			
125	LARGE BOWLPK HONEY SCOOTER WG	LARGE BOWLPK HONEY SCOOTER WG	DRY	MALT O MEAL	8676	NO	2OZ	48	EACH	CS	230		\$	\$			
126	MAC & CHEESE W/ RF WG	MAC & CHEESE W/ RF WG	FROZEN	LAND O LAKES	43277	YES - NOI	6OZ	6	5# BAG	CS	465		\$	\$			
127	MARINARA DIPPING 2.5OZ CUPS	MARINARA DIPPING 2.5OZ CUPS	DRY	RED GOLD	REDNA2Z C84	YES - NOI	2.5OZ	84	EACH	CS	1200		\$	\$			
128	MARJORAM WHOLE	MARJORAM WHOLE	DRY	PACIFIC SPICE	MARW12I	NO	5OZ	1	CONTAINER	EA	17		\$	\$			
129	MAYO REDUCE FAT POUCH	MAYO REDUCE FAT POUCH	DRY	FOUR IN ONE	M268	NO	12GM	200	EACH	CS	311		\$	\$			
130	MAYONNAISE LITE	MAYONNAISE LITE	DRY	GARDEN BANNER	GB1040	NO	1GAL	4	1 GAL	CS	35		\$	\$			
131	MEAT SUBSTITUTE GRILLER BULK	MEAT SUBSTITUTE GRILLER BULK	FROZEN	MORNINGSTAR (KELLOGGS)	28989-97325/381618	NO	2.25OZ	48	EACH	CS	45		\$	\$			
132	MEATBALLS BEEF	MEATBALLS BEEF	FROZEN	ADVANCE PIERRE	1E+10	YES - CLOSED SKU NOI	2.5OZ	5	6# BAGS	CS	229		\$	\$			
133	MOZZ STCKS BRD WG OVEN RDY	MOZZ STCKS BRD WG OVEN RDY	FROZEN	TASTY BRANDS	41009	YES - NOI	4.23OZ	6	5#BAG	CS	300		\$	\$			
134	MUCHO QUESO JALP CHS CUPS	MUCHO QUESO JALP CHS CUPS	DRY	LAND O LAKES	39912	YES - NOI	3OZ	140	EACH	CS	75		\$	\$			
135	MUSTARD PACKETS IW	MUSTARD PACKETS IW	DRY	PORTION PAC	7.1604E+11	NO	5.5G	500	EACH	CS	108		\$	\$			
136	OIL CANOLA OLIVE BLEND	OIL CANOLA OLIVE BLEND	DRY	VENTURA FOODS	56606	NO	1GAL	4	1 GAL	CS	15		\$	\$			
137	ORIGINAL GRANOLA IW	ORIGINAL GRANOLA IW	DRY	FIELDSTONE	596596/09788	NO	1OZ	144	EACH	CS	150		\$	\$			

138	PANCAKE PORK SAUSAGE STCK IW	PANCAKE PORK SAUSAGE STCK IW	FROZEN	DON LEE FARMS	CNQ71303 PW	YES - CLOSED SKU NOI	2.7OZ	160	EACH	CS	720		\$			
139	PASTA ROTINI W/ MEAT SAUCE WG	PASTA ROTINI W/ MEAT SAUCE WG	FROZEN	JTM	CP5591	YES - CLOSED SKU NOI	7.44OZ	6	5#BAG	CS	605		\$	\$		
140	PEACHES DICED, 100%JUICE CUP	PEACHES DICED, 100%JUICE CUP	DRY	DEL MONTE	2005442	YES - NOI	4OZ	72	EACH	CS	2000		\$			
141	PEACHES IN JUICE, DICED	PEACHES IN JUICE, DICED	DRY	DOLE	3073	NO	4OZ	36	EACH	CS	4000		\$	\$		
142	PEANUT BUTTER CUP	PEANUT BUTTER CUP	DRY	KRAFT HEINZ FOODS CO	1.3001E+1 1	NO	0.5OZ	100	EACH	CS	250		\$	\$		
143	PICKLE DILL CHIPS 1/8 SMOOTH	PICKLE DILL CHIPS 1/8 SMOOTH	DRY	MRS KLEIN PICKLE	65041	NO	1GAL	4	1 GAL	CS	65		\$	\$		
144	PINEAPPLE CHUNKS IQF	PINEAPPLE CHUNKS IQF	FROZEN	DOLE	28511/445 822	NO	5# BAG	2	5# BAG	CS	285		\$	\$		
145	PIZZA 8" CHS WEDGE BULK WG	PIZZA 8" CHS WEDGE BULK WG	FROZEN	ARDELLAS	90193	YES - NOI	5.24OZ	72	EACH	CS	1133		\$	\$		
146	PIZZA 8" PEPPERONI BULK WG	PIZZA 8" PEPPERONI BULK WG	FROZEN	ARDELLAS	90191	YES - NOI	5.24OZ	72	EACH	CS	3511		\$	\$		
147	POCKET BRKFAST TRKY HAM CHS IW	POCKET BRKFAST TRKY HAM CHS IW	FROZEN	ALBIES FOODS	835	YES - NOI	3OZ	60	EACH	CS	130		\$	\$		
148	PORK SHREDDED CARNITAS	PORK SHREDDED CARNITAS	FROZEN	ROSE & SHORE	790	YES - CLOSED SKU NOI	2.3OZ	4	10# BAG	CS	36		\$	\$		
149	POTATO TATER TOTS, REDUCED SODIUM	POTATO TATER TOTS, REDUCED SODIUM	FROZEN	MCCAIN FOODS INC	100000278 9	YES - NOI	2.52OZ	6	5# BAG	CS	130		\$	\$		
150	PRETZELS GOLDFISH WG	PRETZELS GOLDFISH WG	DRY	PEPPERIDGE FARM	14396	NO	0.75OZ	300	EACH	CS	133		\$	\$		
151	PRETZELS HEARTZELS WG	PRETZELS HEARTZELS WG	DRY	ROLD GOLD	15940	NO	0.7OZ	104	EACH	CS	160		\$	\$		
152	PRIMO 16" WG BUFFLO CHIX PIZZA	PRIMO 16" WG BUFFLO CHIX PIZZA	FROZEN	BIG DADDY'S	78639	YES - NOI	5.21OZ	72	EACH	CS	336		\$	\$		
153	PRIMO 16" WG PEPR PIZZA PRE-SL	PRIMO 16" WG PEPR PIZZA PRE-SL	FROZEN	BIG DADDY'S	78654	YES - NOI	5.18OZ	72	EACH	CS	1424		\$	\$		

154	PRIMO 16" WG PRE-SL4 CHS PIZZA	PRIMO 16" WG PRE-SL4 CHS PIZZA	FROZEN	BIG DADDY'S	78653	YES - NOI	5.18OZ	72	EACH	CS	571		\$	\$			
155	PUPUSA BEAN CHEESE GF	PUPUSA BEAN CHEESE GF	FROZEN	DEL REAL	705	NO	5.5OZ	40	EACH	CS	1726		\$	\$			
156	REAL MASHED POTATOES	REAL MASHED POTATOES	DRY	IDAHOAN FOODS	2970000313	YES - NOI	140G	12	26OZ PACK	CS	595		\$	\$			
157	REGULAR DR PEPPER	REGULAR DR PEPPER	DRY	DR PEPPER	24208	NO	12OZ	35	EACH	CS	15		\$	\$			
158	RF BEEF TACO FILLING	RF BEEF TACO FILLING	FROZEN	JTM	CP5250	YES - CLOSED SKU NOI	3.17OZ	6	5#BAG	CS	586		\$	\$			
159	RICE BROWN PARBOILED WG	RICE BROWN PARBOILED WG	DRY	PRODUCERS RICE	R2PX25QC O/575032	NO	1/2 CUP	1	25# BAG	SK	151		\$	\$			
160	ROLL DINNER ALOHA WG	ROLL DINNER ALOHA WG	FROZEN	SHANNONS	SB-210	NO	1OZ	192	EACH	CS	138		\$	\$			
161	ROLL MINI CINNIS CINNMN WG IW	ROLL MINI CINNIS CINNMN WG IW	FROZEN	PILLSBURY	33686	NO	2.29OZ	72	EACH	CS	2118		\$	\$			
162	SALSA VERDE MEDIUM	SALSA VERDE MEDIUM	DRY	EMBASA	7874	NO	#10 CAN	6	#10 CAN	CS	84		\$	\$			
163	SANDWICH BRD CHIC BISCUIT IW	SANDWICH BRD CHIC BISCUIT IW	FROZEN	TYSON	1.0365E+10	YES - NOI	3.15OZ	100	EACH	CS	763		\$	\$			
164	SANDWICH MPL CHIX PNCK WG IW	SANDWICH MPL CHIX PNCK WG IW	FROZEN	BAKE CRAFTERS	9126	YES - NOI	2.85OZ	168	EACH	CS	260		\$	\$			
165	SAUCE BBQ	SAUCE BBQ	DRY	KENS FOODS	0440HF	NO	1 GAL	4	1 GAL	CS	18		\$	\$			
166	SAUCE ORIGINAL BBQ PLASTIC	SAUCE ORIGINAL BBQ PLASTIC	DRY	GAYLES	10307	NO	1 GAL	4	1 GAL	CS	21		\$	\$			
167	SAUCE TACO PACKETS	SAUCE TACO PACKETS	DRY	FOUR IN ONE	T392	NO	9G	500	EACH	CS	103		\$	\$			
168	SAUCE TERIYAKI	SAUCE TERIYAKI	DRY	NIPPON SHOKKEN	3	NO	4.9#	6	4.9# JAR	CS	263		\$	\$			
169	SCOOPY DOO GRAHAM STIX IW	SCOOPY DOO GRAHAM STIX IW	DRY	KEEBLER	30100-50689	NO	1OZ	210	EACH	CS	202		\$	\$			
170	SDWCH TRK HAM CHZ CRSNT WG IW	SDWCH TRK HAM CHZ CRSNT WG IW	FROZEN	TASTY BRANDS	70073	YES - NOI	2.52OZ	120	EACH	CS	25		\$	\$			
171	SEASONED CROSS TRAX FRIES	SEASONED CROSS TRAX FRIES	FROZEN	MCCAIN FOODS INC	MCL03623	YES - NOI	3OZ	6	4.5# BAG	CS	3459		\$	\$			
172	SEASONING LS FRUIT SHAKER	SEASONING LS FRUIT SHAKER	DRY	TAJIN	10062	NO	5OZ	24	BOTTLES	CS	111		\$	\$			

173	SHREDDED BEEF GF	SHREDDED BEEF GF	FROZEN	DEL REAL	222	NO	2.75OZ	4	5# BAG	CS	876		\$	\$		
174	SHREDDED CHICKEN GF	SHREDDED CHICKEN GF	FROZEN	DEL REAL	240	NO	3OZ	4	5# BAG	CS	98		\$	\$		
175	SIDEWINDERS	SIDEWINDERS	FROZEN	SIMPLOT	1.0071E+13	NO	2.11OZ	6	4#BAG	CS	225		\$	\$		
176	SLICED JALAPENO	SLICED JALAPENO	DRY	LAS PALMAS	359376/63348	NO	#10CAN	6	#10CAN	CS	25		\$	\$		
177	SLICED JALAPENOS IN ESCABECHE	SLICED JALAPENOS IN ESCABECHE	DRY	LA VICTORIA	07853/04973	NO	#10CAN	6	#10CAN	CS	25		\$	\$		
178	SND UNCRUSTABLE PB GRAPE WG IW	SND UNCRUSTABLE PB GRAPE WG IW	FROZEN	SMUCKERS	5150021027	YES - NOI	5.3OZ	72	EACH	CS	1286		\$	\$		
179	SND UNCRUSTABLE PB STRAW WG IW	SND UNCRUSTABLE PB STRAW WG IW	FROZEN	SMUCKERS	5150021028	YES - NOI	5.3OZ	72	EACH	CS	1224		\$	\$		
180	SPICE CHILI POWDER DARK	SPICE CHILI POWDER DARK	DRY	PACIFIC SPICE	CHILPWD61	NO	5LB	1	CONTAINER	EA	17		\$	\$		
181	SPICY BLACK BEAN VEGGIE BURGER	SPICY BLACK BEAN VEGGIE BURGER	FROZEN	MORNINGSTAR (KELLOGGS)	49938/526241	NO	2.9OZ	48	EACH	CS	45		\$	\$		
182	SPICY LIME SUNFLOWER IW	SPICY LIME SUNFLOWER IW	DRY	AZAR NUT COMPANY	470726/7220200	NO	1OZ	150	EACH	CS	163		\$	\$		
183	SPRITE	SPRITE	DRY	SPRITE	536383	NO	12OZ	35	EACH	CS	47		\$	\$		
184	STRAWBERRIES FROZEN IQF	STRAWBERRIES FROZEN IQF	FROZEN	WAWONA	3301	NO	3OZ	2	5#BAG	CS	90		\$	\$		
185	STRAWBERRY GRANOLA POUCH	STRAWBERRY GRANOLA POUCH	DRY	ROCKIN'OLA	8004117	NO	2OZ	125	EACH	CS	32		\$	\$		
186	SWEET CORN	SWEET CORN	FROZEN	SIMPLOT	1.0071E+13	NO	2.5#	12	2.5# BAGS	CS	18		\$	\$		
187	SYRUP TABLE	SYRUP TABLE	DRY	FOUR IN ONE	S383	NO	1OZ	100	EACH	CS	303		\$	\$		
188	TACO BEEF 2CT IW	TACO BEEF 2CT IW	FROZEN	MICHAEL B'S BESTWAY	TBC35W	NO	4.52OZ	50	EACH	CS	50		\$	\$		
189	TAMALE CHIC RED SAUCE GF WG	TAMALE CHIC RED SAUCE GF WG	FROZEN	DEL REAL	767	NO	5OZ	48	EACH	CS	1725		\$	\$		
190	TAMALE VEGAN	TAMALE VEGAN	FROZEN	MICHAEL B'S BESTWAY	VBC11	NO	6.36OZ	72	EACH	CS	50		\$	\$		
191	TAPATIO	TAPATIO	DRY	KRAFT HEINZ FOODS CO	1.0078E+13	NO	10OZ	12	BOTTLES	CS	15		\$	\$		

192	THYME GROUND	THYME GROUND	DRY	PACIFIC SPICE	THYG12I	NO	12OZ	1	CONTAINER	EA	17		\$	\$		
193	TOAST 6" GARLIC CHEESE WG BULK	TOAST 6" GARLIC CHEESE WG BULK	FROZEN	TONY ROBERTS	66256	YES - NOI	4.3OZ	60	EACH	CS	718		\$	\$		
194	TOAST FRENCH MINI TRPLE BRY IW	TOAST FRENCH MINI TRPLE BRY IW	FROZEN	PILLSBURY	37308	NO	2.64OZ	72	EACH	CS	96		\$	\$		
195	TOMATO PASTE	TOMATO PASTE	DRY	CORTONA	30244	NO	#10CAN	6	#10CAN	CS	48		\$	\$		
196	TOMATO SAUCE	TOMATO SAUCE	DRY	CHH	41298	NO	#10CAN	6	#10 CAN	CS	93		\$	\$		
197	TORTILLAS 4.5" CORN WHITE WG	TORTILLAS 4.5" CORN WHITE WG	COOLER	ROMEROS	145060	NO	91G	6	5 DOZEN	CS	72		\$	\$		
198	TRKY HAM CHS CROISSANT WG IW	TRKY HAM CHS CROISSANT WG IW	FROZEN	TASTY BRANDS	70076	YES - NOI	4.6OZ	72	EACH	CS	18		\$	\$		
199	TUNA CHUNK LIGHT IN WATER	TUNA CHUNK LIGHT IN WATER	DRY	STARKIST	16500/402419	NO	66.5OZ CAN	6	CANS	CS	39		\$	\$		
200	TURKEY BACON SLC FC	TURKEY BACON SLC FC	FROZEN	JENNIE O	271106	YES - NOI	0.625# BAG	12	BAGS	CS	93		\$	\$		
201	TURKEY HAM SLICED	TURKEY HAM SLICED	FROZEN	JENNIE O	256535	YES - NOI	3.6OZ	4	5.25# BAG	CS	18		\$	\$		
202	TURKEY TENDERLOIN MEDALLIONS	TURKEY TENDERLOIN MEDALLIONS	FROZEN	BUTTERBALL	2265589209	YES - NOI	102G	1	30# BAG	CS	106		\$	\$		
203	ULT CHEDDAR CHS DIP CUPS	ULT CHEDDAR CHS DIP CUPS	DRY	LAND O LAKES	39911	YES - NOI	3OZ	140	EACH	CS	375		\$	\$		
204	VEG BLEND ONION AND PEP FAJITA	VEG BLEND ONION AND PEP FAJITA	FROZEN	SIMPLOT	1.0071E+13	NO	2# BAG	12	2# BAG	CS	107		\$	\$		
205	VEG REFRD BEANS	VEG REFRD BEANS	DRY	SANTIAGO	54914/366881	YES - NOI	2.71OZ	6	27.09OZ PK	CS	83		\$	\$		
206	VINEGAR DISTILLED WHITE	VINEGAR DISTILLED WHITE	DRY	AVO	V20001	NO	1 GAL	4	1GAL	CS	48		\$	\$		
207	WAFFLE EGGOJI WG	WAFFLE EGGOJI WG	FROZEN	EGGO	38000-24698	NO	1.23OZ	144	EACH	CS	432		\$	\$		
208	WAFFLE MAPLE IW	WAFFLE MAPLE IW	FROZEN	MARSON FOODS	S722MA	NO	2.3OZ	72	EACH	CS	75		\$	\$		
209	WAFFLE MINI BLUEBERRY BASH IW	WAFFLE MINI BLUEBERRY BASH IW	FROZEN	PILLSBURY	32264	NO	2.47OZ	72	EACH	CS	21		\$	\$		
210	WATER	WATER	DRY	CRYSTAL GEYSER	7.514E+10	NO	1GAL	6	1GAL	CS	10		\$	\$		

GRAND TOTAL FOR SCHEDULE A: \$

Bid Line Item #	Description	Markup Cost no > than x%
A211	<p>For additional product(s) not specifically listed in Schedule A, prices are requested in a form of a no greater than price to distributor's markup percentage cost that the Respondent will allow the district. When utilizing this bid line item, the Respondent shall furnish the district with all the product information as outlined in the columns of this bid's schedule.</p> <p>This bid line item shall be included in the bid award but will not factor into the evaluation process.</p>	<p>_____ %</p>

SCHEDULE B

DAIRY PRODUCTS

**See Instructions on the last page after Schedule D

							Pack Size					Only fill in these columns if substituting the listed MFR for an equal	
Bid Line Item #	Name (Common Name)*	Description (Long name)	Item Tag	Manufacturer	Qty per Case*	Broken Unit Measure Name*	Full Unit Measure Name*	USAGE	Qty per Case	Unit Cost per Case	Extended cost	Substitute MFR Yes/No?	Substitute MFR Name?
212	YOGURT LF PARFAIT PRO VANILLA	YOGURT LF PARFAIT PRO VANILLA	COOLER	YOPLAIT	6	4# POUCH	CS	265		\$	\$		
213	YOGURT 1/2 PT VANILLA	YOGURT 1/2 PT VANILLA	COOLER	DRIFTWOOD	1	8-OZ EACH	EACH	574		\$	\$		
214	FRENCH VANILLA CREAMER IW	FRENCH VANILLA CREAMER IW	DRY	NESTLE PROFESSIONAL	180	COUNT	BX	10		\$	\$		
215	REGULAR CREAMER IW	REGULAR CREAMER IW	DRY	NESTLE PROFESSIONAL	180	COUNT	BX	10		\$	\$		
216	SOYMILK ORGANIC	SOYMILK ORGANIC	DRY	KIKKOMAN INTERNATIONAL	24	EACH	CS	1000		\$	\$		
217	SOY MILK VAN 18/8 OZ	SOY MILK VAN 18/8 OZ	DRY	SILK	18	EACH	CS	1186		\$	\$		
218	MILK 1% WHITE	MILK 1% WHITE, 8-OZ SHELF STABLE	DRY	GOSSNER	27	EACH	CS	520		\$	\$		
219	MILK FAT FREE CHOCOLATE	MILK, FF CHOC, 8-OZ SHELF STABLE	DRY	GOSSNER	27	EACH	CS	284		\$	\$		
220	MILK FAT FREE WHITE	MILK, FF WHITE, 8-OZ SHELF STABLE	DRY	GOSSNER	27	EACH	CS	124		\$	\$		
221	RF CHEDDAR CHEESE CUBES	RF CHEDDAR CHEESE CUBES	COOLER	LAND O LAKES	200	EACH	CS	44		\$	\$		
222	CHEESE 50% RF RS 960 SL AMER	CHEESE 50% RF RS 960 SL AMER	COOLER	LAND O LAKES	6	5# SLEEVE	CS	220		\$	\$		
223	SHRED MILD CHEDDAR CHSE	SHRED MILD CHEDDAR CHSE	COOLER	LAND O LAKES	4	5# BAG	CS	125		\$	\$		
224	CHEESE STRING IW	CHEESE STRING IW	COOLER	LAND O LAKES	168	EACH	CS	850		\$	\$		

225	CHEESE STICKS COLBY JACK RF	CHEESE STICKS COLBY JACK RF	COOLER	LAND O LAKES	168	EACH	CS	50		\$	\$		
226	NONFAT 1/2 PT ECO	NONFAT 1/2 PT ECO	COOLER	DRIFTWOOD	1	EACH	EACH	78515		\$	\$		
227	NONFAT LACTOSE FREE	FF LACTOSE FREE, SHELF STABLE	DRY	BORDEN	27	EACH	CS	830		\$	\$		
228	1% LOWFAT 1/2 PT ECO	1% LOWFAT 1/2 PT ECO	COOLER	DRIFTWOOD	1	EACH	EACH	658500		\$	\$		
229	CHOC NONFAT 1/2 PT ECO	CHOC NONFAT 1/2 PT ECO	COOLER	DRIFTWOOD	1	EACH	EACH	257351		\$	\$		
230	STRAWBERRY NONFAT 1/2 PT ECO	STRAWBERRY NONFAT 1/2 PT ECO	COOLER	DRIFTWOOD	1	EACH	EACH	5866		\$	\$		
231	ORG JU 4 OZ ECO DW	ORG JU 4 OZ ECO DW	COOLER	DRIFTWOOD	1	EACH	EACH	92351		\$	\$		
232	ORG JUICE 6 OZ ECO	ORG JUICE 6 OZ ECO	COOLER	DRIFTWOOD	1	EACH	EACH	493		\$	\$		
233	ORG JUICE 1/2 PT ECO	ORG JUICE 1/2 PT ECO	COOLER	DRIFTWOOD	1	EACH	EACH	515		\$	\$		
234	ORG JUICE Gal plastic	ORG JUICE Gal plastic	COOLER	DRIFTWOOD	1	EACH	EACH	767		\$	\$		
235	APPLE JUICE 4 OZ ECO	APPLE JUICE 4 OZ ECO	COOLER	DRIFTWOOD	1	EACH	EACH	39291		\$	\$		
236	APPLE JU 6 OZ ECO	APPLE JU 6 OZ ECO	COOLER	DRIFTWOOD	1	EACH	EACH	9851		\$	\$		
237	APPLE JUICE 1/2 PT. ECO	APPLE JUICE 1/2 PT. ECO	COOLER	DRIFTWOOD	1	EACH	EACH	1433		\$	\$		
238	WILDBERRY JUICE 4 OZ ECO	WILDBERRY JUICE 4 OZ ECO	COOLER	DRIFTWOOD	1	EACH	EACH	60097		\$	\$		
239	WILDBERRY JU 6 OZ ECO	WILDBERRY JU 6 OZ ECO	COOLER	DRIFTWOOD	1	EACH	EACH	8687		\$	\$		
240	WILDBERRY JUICE 1/2 PT ECO	WILDBERRY JUICE 1/2 PT ECO	COOLER	DRIFTWOOD	1	EACH	EACH	2866		\$	\$		
241	DANNON Straw/Banana 48/4oz	DANNON Straw/Banana 48/4oz	COOLER	DANNON	48	EACH	CS	545		\$	\$		
242	LARGE DZ EGGS	LARGE DZ EGGS	COOLER	DRIFTWOOD	1	DOZEN	CARTON	109		\$	\$		
243	LARGE LOOSE 15 DZ EGGS	LARGE LOOSE 15 DZ EGGS	COOLER	DRIFTWOOD	15	DOZEN	CS	15		\$	\$		
244	LITE CREAM CH. (100/1oz) CUPS	LITE CREAM CH. (100/1oz) CUPS	COOLER	SMITHFIELD LIGHT	100	EACH	CS	688		\$	\$		

245	PARM SHREDDED 5#	PARM SHREDDED 5#	COOLER	TALAMO GOODS	5	POUND	BAG	46		\$	\$		
246	DOMESTIC FETA 9# CHEESE	DOMESTIC FETA 9# CHEESE	COOLER	SAPUTO CHEESE	4	2.5# BAG	CS	16		\$	\$		
247	FR JOOCE CHERRYMOJI 90CT-4.4 OZ	FR JOOCE CHERRYMOJI 90CT-4.4 OZ	FROZEN	FROOT JOOCE	90	EACH	CS	420		\$	\$		
248	FR JOOCE MANGO 90CT 4.4 OZ	FR JOOCE MANGO 90CT 4.4 OZ	FROZEN	FROOT JOOCE	90	EACH	CS	420		\$	\$		
249	SIDEKICK STRAW CREAM (84/4.4 OZ)	SIDEKICK STRAW CREAM (84/4.4 OZ)	FROZEN	SIDEKICKS	84	EACH	CS	150		\$	\$		
GRAND TOTAL FOR SCHEDULE B:											\$		

SCHEDULE C

BREAD PRODUCTS

**See Instructions on the last page after Schedule D

											Only fill in these columns if substituting the listed MFR for an equal	
Bid Line Item #	Name (Common Name)*	Description (Long name)	Item Tag	Qty per Case*	Broken Unit Measure Name*	Full Unit Measure Name*	USAGE	Qty per Case	Unit Cost per Case	Extended cost	Substitute MFR Yes/No?	Substitute MFR Name?
250	TORTILLA 6" FRESH CORN WG	TORTILLA 6" FRESH CORN WG	Cooler	24	COUNT	PK	733		\$	\$		
251	PITA WHEAT 7"	PITA WHEAT 7"	Dry	12	COUNT	PK	47		\$	\$		
252	SANDWICH BREAD 51% WG	SANDWICH BREAD 51% wg	Bread	24	SLICES	PK	220		\$	\$		
253	SANDWICH BREAD 51% WG	SANDWICH BREAD 51% wg	Frozen	360	SLICES	CS	18		\$	\$		
254	4" 51% HAMBURGER BUNS WWW	4" HAMBURGER BUNS 51%WWW	Bread	12	COUNT	PK	28615		\$	\$		
255	6" 51% HOT DOG BUNS WWW	6" HOT DOG BUNS 51%WWW	Bread	12	COUNT	PK	1581		\$	\$		
256	4" 51% SLICED FRENCH ROLLS WWW	4" SLICED FRENCH ROLLS 51%WWW	Bread	12	COUNT	PK	57		\$	\$		
257	ARTISAN 51% DINNER ROLLS WWW	ARTISAN DINNER ROLLS 51%WWW	Bread	12	COUNT	PK	136		\$	\$		
258	51% WWW ARTISAN DINNER ROLLS	ARTISAN DINNER ROLLS, 51%WWW, FROZEN	Frozen	144	COUNT	CS	512		\$	\$		
259	HOAGIE ROLLS 5" HINGE 51% WWW	5" HOAGIE ROLLS, HINGE, 51%WWW	Bread	12	COUNT	PK	2565		\$	\$		
260	51% HAWAIIAN DINNER ROLL WWW	HAWAIIAN DINNER ROLL, 51%WWW, 2OZ	Bread	12	COUNT	PK	693		\$	\$		
GRAND TOTAL FOR SCHEDULE C:										\$		

SCHEDULE D

PAPER PRODUCTS

**See Instructions on the last page after Schedule D

					Pack Size							***Only fill in these columns if substituting the listed MFR for an equal. Samples required.	
Bid Line Item #	Name (Common Name)*	Description (Long name)	MFR	MFG Item #	Pack Size	Broken Unit	Full unit	USAGE	Qty per Case	Unit Cost per Case	Extended cost	Substitute MFR Yes/No?	Substitute MFR Name?
261	1 compartment hinged container, clear	Container, Hinged, 1 Compartment, Clear (Salads)	Imperial Dade	CHC8X1	250	EACH	CS	72		\$	\$		
262	10.5"x14" Blue design, burger cushion foil	Cushion Foil, 10.5x14" Blue Design	Imperial Dade	VB844	2000	EACH	CS	39		\$	\$		
263	10.5"x14" Red design, burger cushion foil	Foil Sheet, Red Design, 10.5x14 (Spicy Chicken), 2000 EACH	Imperial Dade	VB842	4	PK	CS	40		\$	\$		
264	10-oz Paper cup, for hot beverage	Cup, 10-oz, PAPER, for Hot beverage	Imperial Dade	SMM10CB	1000	EACH	CS	18		\$	\$		
265	10-oz styrofoam cups	Cups, Styrofoam, 10 Oz, 1000 COUNT	Imperial Dade	10J10	40	SLEEVES	CS	12		\$	\$		
266	12-oz clear cup	Cup, Clear, 12 Oz (MS/HS Smoothie), 1000 COUNT	Imperial Dade	COBVG12CFS	20	SLEEVES	CS	41		\$	\$		
267	16" pizza box	Pizza Box, 16" (Pizza Party)	Imperial Dade	16PIZWH4C	50	EACH	CS	15		\$	\$		
268	16" round catering tray	16" round catering tray	Imperial Dade	VBTRTT16B	36	EACH	CS	15		\$	\$		
269	18" black catering tray	Tray, 18" Lazy Susan (Catering)	Imperial Dade	PCA-9918K	50	EACH	CS	15		\$	\$		
270	18"x500" Heavy Aluminum Foil	Foil, Aluminum, Medallion, Heavy, 18 x 500"	Imperial Dade	51808	1	ROLL	BX	65		\$	\$		
271	2-oz dressing cups	Portion Cup, 2-oz, 2500 COUNT	Imperial Dade	VBPC201PP	20	SLEEVES	CS	15		\$	\$		
272	3# food boat tray, red plaid	Tray, Food Boat, Red plaid, 3#	Imperial Dade	COB-VB300RC	500	EACH	CS	3057		\$	\$		
273	5.5oz portion cups	Portion Cup, 5.5-oz, 2500 COUNT	Imperial Dade	VB550PC	20	SLEEVES	CS	17		\$	\$		
274	5-compartment foam tray	Tray, 5 Compartment, Styrofoam - 500 COUNT	Imperial Dade	71440	4	SLEEVES	CS	500		\$	\$		

275	5-compartment Paper lunch Tray	Paper Tray, 5-compartment, Smooth Pulp	Imperial Dade	GS5COMPBAGAS	500	COUNT	CS	6575		\$	\$		
276	6" foam plate	Plate, Foam Laminated , 6" , 1000 COUNT	Imperial Dade	MBL-YTH10006	8	SLEEVES	CS	5		\$	\$		
277	7.75" straw	Straw, 7.75" (MS/HS Smoothie)	Imperial Dade	38821	10	PK	CS	10		\$	\$		
278	8" square, Terry Pot holder	Pot Holder, Terry, 8" square, 1 PAIR = 2 EACH	Imperial Dade	PT8BKBK2	1	PAIR	PK	53		\$	\$		
279	8-oz clear container (for parfaits)	Container, Clear, 8oz, Parfait, 500 COUNT	Imperial Dade	VBPK8S	10	SLEEVES	CS	42		\$	\$		
280	9" disposable tongs	Catering - Tongs, black, disposable, 9"	Imperial Dade	EMI201B	48	EACH	CS	15		\$	\$		
281	9" foam plate	Plate, Foam Laminated, White, 9", 71631	Imperial Dade	71631	500	EACH	CS	15		\$	\$		
282	Bag, 14"x20", poly bag	Bag, Poly, Breakfast Fruit Bags, 14"x20"	Imperial Dade	15F1420B	1000	EACH	CS	117		\$	\$		
283	Bag, 5"x15", Poly bag	Bag, Poly, 5"x15"	Imperial Dade	ELK-10G054515	1000	EACH	CS	18		\$	\$		
284	Bag, 8"x10" poly bag	Bag, 8"x10" poly bag	Imperial Dade	ELK-15F-0810	1000	EACH	CS	18		\$	\$		
285	Black hairnet	Hairnet, Black, String, BOX	Imperial Dade	HN4BKB	144	EACH	BX	150		\$	\$		
286	Black nitrile LARGE gloves	Catering - Gloves, Nitrile, Black, LARGE, 1000/CS	Imperial Dade	FNE203BK	10	BX	CS	15		\$	\$		
287	Black nitrile MEDIUM gloves	Catering - Gloves, Nitrile, Black, MEDIUM, 1000/CS	Imperial Dade	FNE202BK	10	BX	CS	15		\$	\$		
288	Blue sanitizer towel	Towel, Sanitizer, CHIX, Blue, 13"x17"	Imperial Dade	8083BLUE	150	EACH	CS	77		\$	\$		
289	Bowl, disposable, ovenable, black, 10-oz	Bowl, disposable, ovenable, black, 10-oz	Imperial Dade	CT757100	500	EACH	CS	30		\$	\$		
290	Bowl, disposable, ovenable, black, 16-oz	Bowl, disposable, ovenable, black, 16-oz	Imperial Dade	ANC-4605820	500	EACH	CS	24		\$	\$		
291	Bowl, disposable, ovenable, black, 5-oz	Bowl, 5oz, Micro (Taco Salad)	Imperial Dade	ANC-4604802	500	EACH	CS	15		\$	\$		
292	Bowl, disposable, ovenable, black, 8-oz	Bowl, 8 oz Black bowl, for Birria, ELEM (match lid PL257100)	Imperial Dade	CT757080	500	EACH	CS	34		\$	\$		
293	Coffee stirrers, 5"	Stirrers, Coffee, 5", 10000 EACH	Imperial Dade	37511	10	BX	CS	12		\$	\$		
294	Field trip lunch bags, with resealable zipper	Lunch Bag, Clear, Resealable Zipper (Field Trip)	Imperial Dade	11506	250	EACH	CS	32		\$	\$		

295	Flat lid with straw slot	LID, Flat Straw slot (12-24oz)	Imperial Dade	COB-DF98H	20	SLEEVES	CS	35		\$	\$		
296	Foil sheets, 9"x10.75"	Foil Sheet, 9x10.75, 3000 sheets	Imperial Dade	HFA-JIF-8950	6	PK	CS	11		\$	\$		
297	Fork, Heavy duty, black	Fork, Heavy Duty, Black (Teacher's), 1000 EACH	Imperial Dade	20651	20	PK	CS	10		\$	\$		
298	Green Scouring pad	Scouring Pad, Thin, Green, 60 COUNT	Imperial Dade	SO96B	6	PK	CS	11		\$	\$		
299	Ice sheet	Ice Blanket, 16.5 x 34	Imperial Dade	FFIB85033	1	EACH	EACH	22		\$	\$		
300	Knife, Heavy Duty, Black	Knife, Heavy Duty, Black (Teacher's)	Imperial Dade	20671	20	PK	CS	15		\$	\$		
301	Lid for 12-24 oz black ovenable bowls	LID, 12-24oz Bowls (match 16-oz bowl: ANC-4605820)	Imperial Dade	LH5800D500	500	EACH	CS	26		\$	\$		
302	Lid for 18" black tray	Lid, 18" Lazy Susan (Catering)	Imperial Dade	P9818	80	EACH	CS	10		\$	\$		
303	Lid for 2-oz dressing cups	LID, Portion, 1.5 - 2-oz, 2500 COUNT	Imperial Dade	VBPCID250	20	SLEEVES	CS	15		\$	\$		
304	Lid for 5.5oz clear cup	LID, Portion, Clear, 3.25/4/5.5oz (match cup: COB-VBPC551PP)	Imperial Dade	VBPCID345	20	SLEEVES	CS	17		\$	\$		
305	Lid for 5-10 oz black ovenable bowls	Lid, PP Dome for 5-10oz Bowl (Taco Salad)	Imperial Dade	ANC-4334810	500	EACH	CS	15		\$	\$		
306	Lid for 8/12/16-oz container	Lid, 8/12/16 oz, deli container, for parfaits	Imperial Dade	VBPLID	500	EACH	CS	42		\$	\$		
307	Lid for 8-oz parfait containers	Lid, Recessed 8-oz, 500 COUNT	Imperial Dade	905DELI	10	SLEEVES	CS	42		\$	\$		
308	Lunch kit - fork/napkin/straw	Lunch Kit, Fork, Napkin & Straw	Imperial Dade	NTR-6005	1000	EACH	CS	175		\$	\$		
309	Medium duty scouring pad	Scrubbers, Scouring pad, Medium duty, Green, 60 COUNT	Imperial Dade	S960	6	PK	CS	22		\$	\$		
310	Micro Pail, 1 pint	Container, 1 Pint, Micro Pail (Orange Chicken), 450 EACH	Imperial Dade	GWP-16FP-PMW	9	SLEEVES	CS	15		\$	\$		
311	Nitrile Dishwashing gloves, LARGE	Dishwashing Gloves, Nitrile, Green, LARGE	Imperial Dade	GNGFLRG15CB	12	PAIRS	CS	17		\$	\$		
312	Nitrile Dishwashing gloves, MEDIUM	Dishwashing Gloves, Nitrile, Green, MEDIUM	Imperial Dade	GNGFMED15C	12	PAIRS	CS	17		\$	\$		
313	Nitrile Dishwashing gloves, SMALL	Dishwashing Gloves, Nitrile, Green, SMALL	Imperial Dade	GNGFSML15C	12	PAIRS	CS	17		\$	\$		
314	Pan Liner, 16-3/8" x 24-3/8"	Pan Liner, 16-3/8" x 24-3/8"	Imperial Dade	3232090	1000	EACH	CS	110		\$	\$		

315	Pan Saver - 6" Deep, Full Pan, Oven safe (400°F)	Pan Saver - 6" Deep, Full Pan, Oven safe (400°F)	Imperial Dade	42002	50	EACH	CS	35		\$	\$		
316	Pizza box, for slices	Pizza Box, Slices (Pizza Party)	Imperial Dade	DOP-D168CLMW	400	EACH	CS	12		\$	\$		
317	Rack cover, 52"x80"	Bag, Rack Cover, 52" x 80"	Imperial Dade	303679971	50	EACH	CS	32		\$	\$		
318	Saran wrap, 18"x2000"	Plastic Film, Saran Wrap, 1 BX = 18"X2000"	Imperial Dade	18X2M	1	BX	BX	30		\$	\$		
319	Spiked Straw, white, 5.75"	Straw, Spiked, White, 5.75"	Imperial Dade	SPIKESTRAWWHT	80	BX	CS	55		\$	\$		
320	Spoon, Heavy duty, black	Spoon, Heavy Duty, Black	Imperial Dade	20661	20	PK	CS	22		\$	\$		
321	Spork kit	Spork, Lunch Kit (Elementary)	Imperial Dade	NTR-3608PA	1000	EACH	CS	215		\$	\$		
322	Spork with Spiked Straw Kit	Kit, Spork w/ Spike straw	Imperial Dade	SPORKSKSPIKE	1000	EACH	CS	1806		\$	\$		
323	Tallfold napkin	Napkin, White, Tallfold, Soft, 10000 EACH	Imperial Dade	SSI-VBTFFN	20	PK	CS	24		\$	\$		
324	Teflon Oven Mitten	Mitten, 17 Pyrotex/Teflon (Oven Mitten), 2 MITTENS/PAIR	Imperial Dade	2PX27BETF	1	PAIR	PK	55		\$	\$		
325	Towelette wetnaps, 5x9	Towelette, Wetnap, 5x9	Imperial Dade	F207965F10	1000	EACH	CS	205		\$	\$		
326	Vinyl Gloves, LARGE	Gloves, Vinyl, Clear, Size LARGE, 1000 COUNT	Imperial Dade	IMP-64V3000PFL	10	BX	CS	225		\$	\$		
327	Vinyl Gloves, MEDIUM	Gloves, Vinyl, Clear, Size MEDIUM, 1000 COUNT	Imperial Dade	IMP-64V3000PFM	10	BX	CS	185		\$	\$		
328	White sanitizing towel	Towel, 13x24, WHITE, Sanitizing towel, "Harmony Soft", SUB	Imperial Dade	MAP-HS8240	150	EACH	CS	125		\$	\$		
329	Wipes for thermometer probes	Wipes, thermometer probes	Imperial Dade	915008	200	EACH	BX	26		\$	\$		

GRAND TOTAL FOR SCHEDULE C:

\$

****Bid Line Instructions**

When submitting your bid proposal, you must use the bid line-item fillable worksheet that will be posted after the Pre-Respondent’s Conference and made available on the District’s website at <https://www.hawthorne.k12.ca.us/bids>. Fill in all columns that are highlighted in blue. If not bidding on a specific bid line item, please write in No Bid. If providing pricing for an equal or substituting the listed manufacturer fill in the columns with the titled sections highlighted in grey, and attach a list with the substituted items, including the MFR item number and the commodity item. When requested by the District, samples shall be provided at no charge to the district.

*****Schedule D – Paper Products**

If providing pricing for an equal or substituting the listed manufacturer fill in the columns with the titled sections highlighted in grey, and attach a list with the substituted items, including the MFR item number and the commodity item. When requested by the District, samples shall be provided at no charge to the district.

Attachment A

Federal Non-discrimination Statement

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact CPC (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD- 3027) (PDF) found online at the Filing a Discrimination Complaint as a USDA Customer Web page External link opens in new window or tab. and at any USDA office, or write a letter addressed to USDA and provide in the letter all the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410.
Fax: 202-690-7442; or
Email: program.intake@usda.gov.

USDA is an equal opportunity provider.

The Hawthorne School District prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. To file a complaint of discrimination, you may contact 1-310-263-3990 or write USDA, Director, and Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TDD). USDA is an equal Opportunity provider and employer.

Attachment B

HAWTHORNE SCHOOL DISTRICT Nutrition Services Department

Procurement Code of Conduct

In accordance with the general procurement standards in Title 2, *Code of Federal Regulations* (2 CFR), Section 200.318©, and in conjunction with the District's Board Policy and Purchasing Policy, Regulations, and Procedures, these written standards govern the actions of the District employees or agents who engage in the selection, award and administration of contracts funded by federal awards.

Any person employed by the School Food Authority (SFA), in the Nutrition Services Department, who purchases goods and services, or is involved in the purchasing process for the SFA, shall be bound by this code and shall:

1. Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications.
2. Diligently follow all lawful instructions while using professional judgment, reasonable care, and exercising only the authority granted.
3. Conduct all purchasing activities in accordance with the laws, while remaining alert to and advising the SFA regarding the legal ramifications of the purchasing decisions.
4. Identify and strive to eliminate participation of any individual in operational situations where a conflict of interest may be involved.
5. Never solicit or accept money, loans, credits, or prejudicial discounts, and discourage and avoid the acceptance of gifts, entertainment, favors, or services from present or potential suppliers which might influence or appear to influence purchasing decisions.
6. Promote positive supplier relationships through impartiality in all phases of the purchasing cycle.
7. Display the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the public being served.
8. Provide an environment where all business concerns, large or small, majority- or minority-owned, are afforded an equal opportunity to compete for the SFA's business.

Attachment C

Attachments Checklist

This checklist is provided as a convenience to assist Respondents in ensuring that a complete bid package is returned. It is not represented as being comprehensive and compliance does not relieve the Respondent of responsibility for compliance with any bid requirement which may not be mentioned specifically in this checklist. Original documents and copies are required, alongside a flash drive. Faxed or emailed documents will not be accepted.

RFP Document is available on our website at hawthorne.k12.ca.us/bids.

Row #	Item
1	Attachments Checklist (this form): All items listed are checked, initialed, signed, and included in the complete bid package. <i>Return completed hard copy with initials.</i>
2	Request for Proposal Signature Page. <i>Return completed hard copy with original signature and on flash drive.</i>
3	Minimum Qualifications. <i>Return completed hard copy with original signature and on flash drive.</i>
4	Authorization Agreement. <i>Return completed hard copy with original signature and on flash drive.</i>
5	Respondent Questionnaire. <i>Return completed hard copy with original signature and on flash drive.</i>
6	Respondent References. <i>Return completed hard copy with original signature and on flash drive.</i>
7	Non-collusion Affidavit to be Executed by Respondent and Submitted with Bid. <i>Return completed hard copy with original signature and on flash drive.</i>
8	Certification Regarding Debarment, Suspension, Ineligibility. <i>Return completed hard copy with original signature and on flash drive.</i>
9	Certification Regarding Lobbying. <i>Return completed hard copy with original signature and on flash drive.</i>
10	Disclosure of Lobbying Activities. <i>Return completed hard copy with original signature and on flash drive.</i>
11	Iran Contracting Act of 2010 Compliance Affidavit
12	Contractor's Certification Regarding Worker's Compensation
13	Contractor's Certification Regarding Drug-Free Workplace
14	Contractor's Certification Regarding Alcoholic Beverages and Tobacco-Free Campus Policy
15	Contractor's Certification Regarding Background Checks
16	Contractor's Equal Opportunity Employment Certification
17	DVBE Forms
18	Signed Agreement. <i>Return completed hard copy with original signature and on flash drive.</i>
19	If requested in RFP: Pest Control; HACCP; Food Security/Disaster Contingency Plan; Health Inspection Report, Current Third-Party Inspections; Cash Flow Statement (Last Quarter); and Certificate Liability Insurance.

Attachment D

List of References

Identify a contact person and information for five (5) school districts or public entities to which your company has provided these products within the past five years. Please provide current contact information. The completed form must be inserted in Tab 4 of your proposal.

1. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the respondent has previously provided product, reference checks and examination of all public records.
2. Identify a contact person and information for five (5) school districts or public entities to which your company has provided custodial supplies and personal protective equipment within the past five years. District staff will make only two attempts to reach each contact. Each reference will be asked 10 questions; the questions will be based on the following subject matters, but not limited to:
 - Quality of Product
 - Return/Exchange
 - Contract Amount
 - Scheduling/Delivery
 - Change Orders/Price Adjustments
 - Working Relationships
 - Responsiveness/Customer Service
 - Paperwork Processing
 - Backorders
3. Questions will be scored on the rating scale listed below; any respondent scoring below the “meets” category shall be deemed non-responsive to the requirements of this RFP. Each question asked has a point value from 1 to 10. If after two attempts are made and your reference does not respond to the District’s inquiry the total point value for that reference shall be assessed as zero points.

Rating Scale:

Exceeds: 90 to 100 pts

Strong: 75 to 89 pts

Meets: 51 to 74 pts

Weak: 45 to 50 pts

Fail: 1 to 44 pts

FAILURE TO FURNISH THE REFERENCES (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR BID PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.

Reference 1		
Organization's Name:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Contact Title:	Contact Phone Number:
Email Address:		

Brief Description of Services Provided:		
Dates of Service:		
Contract Amount:		
Reference 2		
Organization's Name:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Contact Title:	Contact Phone Number:
Email Address:		
Brief Description of Services Provided:		
Dates of Service:		
Contract Amount:		
Reference 3		
Organization's Name:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Contact Title:	Contact Phone Number:
Email Address:		
Brief Description of Services Provided:		
Dates of Service:		
Contract Amount:		
Reference 4		
Organization's Name:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Contact Title:	Contact Phone Number:

Email Address:		
Brief Description of Services Provided:		
Date of Service:		
Contract Amount:		

Reference 5		
Organization's Name:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Contact Title:	Contact Phone Number:
Email Address:		
Brief Description of Services Provided:		
Date of Service:		
Contract Amount:		

Attachment E

Certifications

The following forms are included, and the completed forms must be inserted in Tab 7 of your proposal.

- ☐ Non-Collusion Declaration
- ☐ U.S. Department of Agriculture - Certification Regarding Debarment, Suspension, Ineligibility
- ☐ Certification Regarding Lobbying
- ☐ Disclosure of Lobbying
- ☐ IRAN Contracting Act of 2010 Compliance Affidavit
- ☐ Contractor's Certification Regarding Worker's Compensation
- ☐ Contractor's Certification Regarding Drug-Free Workplace
- ☐ Contractor's Certification Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- ☐ Contractor's Certification Regarding Background Checks
- ☐ Contractor's Certification Regarding Equal Opportunity Employment

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], 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 Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham bid. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham bid, or to refrain from bidding. The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract. All statements contained in the bid are true. The Respondent 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 Respondent 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 Respondent.

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].

Signed: _____

Typed Name: _____

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

Labor Code Section 3700 in relevant part provides: Every employer except the State shall secure the payment of compensation in one or more of the following ways:

54. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

55. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.

56. For any county, city, city and county, municipal corporation, public Owner, 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 Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

(Signature)

(Print)

(Date)

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 submitted with the Contractor's bid.

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful Respondents 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 performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

1. 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.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. 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 each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Hawthorne School 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.

DATE: _____

CONTRACTOR

By: _____
Signature

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND

TOBACCO-FREE CAMPUS POLICY

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating, "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

CONTRACTOR

By: _____
Signature

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:

[Name of contractor/consultant]

- ☐ Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Hawthorne School District, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "1" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- ☐ Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- ☐ 1. The installation of a physical barrier at the worksite to limit contact with pupils.
 - ☐ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date _____, 20____

[Name of Contractor/Consultant]

By its: _____

ATTACHMENT 1:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

EQUAL OPPORTUNITY EMPLOYER CERTIFICATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing proposal for RFP No. FS24-25-1 Distribution of Frozen, Refrigerated, Processed Commodity, and Misc. Food Products and Supplies.

Federal affirmative action regulations mandate that Government Contracts include an Equal Opportunity (EO) clause in all contracts, subcontracts, and purchase orders. In compliance with the non-discrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Job for Veterans Act flow down to all tiers of contractors.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60.741.5(a). These regulations prohibit discrimination against all individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment, individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

I acknowledge that I am aware of the provisions and hereby certify that I will adhere to all legal provision, and I certify that the Company is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: _____

CONTRACTOR

By: _____
Signature

U. S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

Attach proof from <https://www.sam.gov/portal/SAM/##11>

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representative of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted **ANNUALLY** by 1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and 2) potential or existing contractors/Awardees as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

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

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

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

- 1.) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 2.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement in Excess Agreement of \$100,000:	
Address of School Food Authority:	
Printed Name and Title of Submitting Official:	Signature:
	Date:

OR

Names of Food Service or Awardee/Contractor		
Printed Name and Title:	Signature:	Date:

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

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IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits Respondents engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A Respondent who "engages in investment activities in Iran" is defined as either:

1. A Respondent providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A Respondent that is a financial institution (as that term is defined in SO U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The Respondent shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the Respondent is not identified on the DGS list of ineligible businesses or persons and that the Respondent is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the Respondent shall provide its Respondent or financial institution name, and Federal ID Number if available, in completing ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the Respondent or financial institution identified below, and that the Respondent or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or Respondent, for 45 days or more, if that other person or Respondent will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities with Iran.

Respondent Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	Date Executed

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Respondent or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the Respondent or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Respondent or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Respondent Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	Date Executed

Attachment F

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION STATEMENT

Each Respondent must complete this form in order to comply with the Hawthorne School District ("District") policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, *et seq.*)

Project Name: _____

Bid No.: _____

DSA No.: _____

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers. **Check only one of the following:**

- ☐ The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.
- ☐ The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately _____ dollars (\$_____), which represents approximately _____ percent (____%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CONTRACTOR CLOSE-OUT STATEMENT

The Contractor shall complete this form, as a condition to Final Payment, for purposes of reporting participation by Disabled Veteran Business Enterprises (DVBE) in the Contract for the Project/Bid No. specified below.

Project Name: _____

Bid No.: _____

DSA No.: _____

Name	Address/Phone	Category of Work*	\$ Amount of Contract

* Categories of work include: (1) construction services (specify services that DVBE will provide); (2) architecture and engineering services; (3) procurement of materials, supplies and equipment; and (4) information technology.

The undersigned, on behalf of the Contractor, certifies that DVBE participation on the Contract for Bid No. _____ equaled _____ dollars (\$ _____), which represents approximately _____ percent (____%) of the total Contract price including change orders for the Project.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Attachment G

AGREEMENT

(Sample)

I. INTRODUCTION

The Hawthorne School District (hereinafter referred to as the "District") and _____, (hereinafter referred to as the "Respondent") have entered into this {Insert food or supply} Services Agreement ("Agreement") effective as of July 1, 2024 ("Effective Date"). The District and the Respondent may be referred to herein individually as a "Party" and collectively as the "Parties"

II. RECITALS

A. The District desires to obtain food and supplies for its Nutrition Services Department ("Services/Supplies"). On or about April 25, 2024, the District issued RFP No. FS24-25-1 for purposes of selecting a contractor to provide the necessary Services. Following review of the responses to RFP No. FS24-25-1 that it received, the District selected the responsive and responsible Respondent with minimum of 100 points and the lowest pricing.

B. The Parties acknowledge that: (i) the Services may be undertaken at a time when a public health emergency still exists with respect to the virus that causes COVID-19, and, as of the Effective Date, it is uncertain when this public health emergency will end; (ii) federal, state, and/or local governmental public health and other officials ("Public Officials") have issued mandatory guidance and orders establishing safety and other requirements relating to COVID-19 ("COVID-19 Orders") that may be applicable to the Services; and (iv) the possibility exists that, during the term of this Agreement, Public Officials may modify and/or issue additional COVID-19 Orders applicable to the Services. Without limiting the foregoing, Public Officials may include, among others: (i) the federal government, acting through the U.S. Department of Education or other department or agency of the federal government; (ii) the State of California, acting through the California Department of Education ("CDE"), the California Department of Public Health ("CDPH"), or other department or agency of the California government; or (iii) local city and/or county public health officials.

C. The Respondent acknowledges and agrees that: (i) in connection with the Respondent providing the Services and as set forth in this Agreement, the Respondent shall be responsible, at no additional cost to the District, for compliance with any and all COVID-19 Orders applicable to the Services, regardless of whether those are in effect as of the Effective Date or take effect thereafter; and (ii) in the event the District's schools or any nonpublic schools serving District students are closed or otherwise not providing student-based services and/or programs on a normal basis due to the COVID-19 emergency or for any other reason ("School Closure"), nothing in this Agreement shall be deemed or construed to constitute a commitment by the District to pay the Respondent for services not rendered in accordance with this Agreement during the period the School Closure is in effect ("School Closure Period").

II. GENERAL TERMS AND CONDITIONS

A. Scope of Work

Respondent shall perform and render all services as prescribed and required by RFP No. FS24-25-1 Distribution of Frozen, Refrigerated, Processed Commodity, and Misc. Food Products and Supplies and all Contract Documents and any other documents signed by both parties relating to the subject matter of the Contract, all of which are incorporated by reference as though set forth in full herein. If applicable, Respondent shall comply with any required prevailing wage and labor requirements and shall defend and indemnify the District from any claims arising from the Respondent's failure to comply with such requirement.

B. Term of the Agreement

Subject to Recitals B and C herein, and subject to approval by the District in its reasonable discretion of a calendar for the Services/Supplies or the District otherwise requiring provision of Services/Supplies, the Respondent shall provide the Services/Supplies during the period commencing on July 1, 2024 and ending on June 30, 2025 ("Term"). However, by means of written entered into before the end of the Term, the Parties may extend the Term for an additional school

year. The Parties thereafter may agree each year to continue this Agreement on a yearly basis for up to a total of two (2) one-year periods.

C. Notices

The Parties shall serve or deliver by mail or email all legal notices, as applicable, to the persons and at the following addresses:

District Liaison for Services	Respondent Liaison for Services
Name: Jennifer Kim	Name:
Title: Nutrition Services Director	Title:
District: Hawthorne School District	Company Name:
Address: 14120 S. Hawthorne Blvd. Hawthorne, CA 90250	Address:
Phone: (310)263-3986	Phone:
E-mail: jkim@hawthorne.k12.ca.us	E-mail:

D. Fees

1. Contract Amount

The District shall pay the Respondent as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the proposal documents and accepted by the District, the total amount of this contract shall not exceed \$_____ (\$XXXX.00).

2. Payment Terms

The Respondent shall submit to the District monthly invoices by the 15th of the following month that reflect all Services/Supplies provided during the immediate prior calendar month. Respondent shall furnish invoices in triplicate and include delivery site, product name, quantity, unit size, and unit price. One copy is to be kept by the Respondent. The original invoice must be signed by the individual checking the dropped merchandise the following morning. A signed invoice by district's designee is required for payment. Statements for all goods purchased within a calendar month shall be on an individual school basis. Discounts, rebates, and other applicable credits are to be returned to the District's, food service account. The District shall review each such invoice and supporting information and will pay the undisputed portion of the invoice within 30 days of the date the District received the invoice.

3. Spoiled or Unwholesome Food

No payment will be made to the Respondent for food that is/are spoiled or unwholesome at the time of delivery, does not meet detailed food component specifications as developed by the District, or does not otherwise meet the requirements of this contract (7 CFR Section 210.16[c][3]).

E. Contract Rate Increase

The Contract Rates set forth in Paragraph 1 of this Section D shall remain in effect at all times during the initial one-year portion of the Term. In connection with any agreement by the Parties to extend (or further extend) the Term, and subject to approval by the Board of Trustees of the Hawthorne Unified School District ("Governing Board"), the Parties may agree to increases, decreases, or other adjustments to the Contract Rates; provided that, in no event shall any increases or other adjustments to the Contract Rates be deemed or construed to be automatic or guaranteed. The District shall consider each request by the Respondent to increase the then-current Contract Rates at the time it receives the request in writing from the Respondent. However, for avoidance of doubt, in no event will the District agree to any increase, or

any adjustment that results in any increase, in the Contract Rates that exceeds the applicable change, on a percentage basis and over the relevant period, in the Consumer Price Index (CPI) maintained by the U.S. Department of Labor, Bureau of Labor Statistics, for the Los Angeles-Long Beach - Anaheim Metropolitan Area, All Urban Consumers, 1982-84 equals 100.0. In the event of a general decrease in the costs to be incurred in connection with providing the Services/Supplies, the Respondent shall pass the savings associated with the decreased costs on to the District in the form of reduced Contract Rates. In each case, the increased, decreased, or otherwise adjusted Contract Rates must stay in effect for the period as agreed by the Parties.

F. Delivery Times

Respondent agrees to make deliveries, as prescribed and required by RFP No. FS24-25-1 Distribution of Frozen, Refrigerated, Processed Commodity, and Misc. Food Products and Supplies and all Contract Documents and any other documents signed by both parties relating to the subject matter of the Contract. All refrigerated products are to be delivered in a refrigerated truck at 40 degrees Fahrenheit and frozen foods at zero degrees Fahrenheit. Respondent is required to adhere to the following agreement:

- Drivers must disarm and rearm alarms at each site. The Respondent will be responsible for any police charges incurred if the driver is found to be at fault. There will be a \$100.00 fee for every alarm that is not disarmed or rearmed.
- The driver must put all items in the freezer units.
- The Respondent and driver must perform a dry run to learn the alarm systems and know the location of the freezer units.
- Keys will be issued on the dry run and returned to the district upon the termination of the RFP.
- The invoice will be left for the manager to verify delivered items upon arrival to work.
- The Respondent agrees to credit the account if a discrepancy in the merchandise received is noted by District.
- Respondent agrees to a pickup and full credit, should District deem the product defective or of poor quality.

Delivery Schedule TBD and will be negotiated between the District and the awarded Respondent(s)

DISTRICT	Number of Drops	Delivery Days	Delivery Times	Key Drops	Average Dollar Drop Per Site	~Annual Expenditure XXX Product
Hawthorne School District			Between			

G. Insurance

The Respondent and, if any, each of its subcontractors (regardless of tier) providing any portion of the Services/Supplies, each at its own expense, shall procure and, at all times during the Term and all authorized extensions to the Term, maintain policies of insurance in accordance with this Section G and otherwise satisfactory to the District covering the Respondent's operations in connection with this Agreement. The Respondent shall be responsible for ensuring compliance with these insurance-related requirements by its subcontractors. At least five calendar days prior to commencing performance of the Services, the Services Provider shall provide to the District, such certificates of Insurance and endorsements as reasonably evidence that its and its subcontractors' insurance coverage is in effect and applicable to the District and this Agreement. Not less than thirty (30) calendar days before any insurance policy required pursuant to this Section G is cancelled, expires, renewed, extended or otherwise modified, the Service Respondent shall furnish to the District such certificates of insurance and endorsements as reasonably evidence new or renewed insurance that satisfies all requirements of this Section G. In all cases, the insurance coverage maintained in accordance with this Section G shall require or be endorsed to require that written notice be provided to the District a minimum of thirty (30) days prior to any cancellation or change in any policy. In addition, and without limiting anything else in this Section G, each general liability and automotive liability policy shall provide, or be endorsed to provide, that each of the District, the Governing Board and each member thereof, the Superintendent, and all other District officers, employees, agents, and

volunteers (collectively, not including the District, the "District Representatives") are additional insureds for purposes of those policies. The types and coverage amounts of the insurance required pursuant to this Section G are as follows:

Workers Compensation Insurance	
In accordance with limits established by law.	\$1,000,000
Commercial General Liability Insurance	
Per Occurrence	\$1,000,000
Aggregate	\$3,000,000
Commercial Automobile Liability Insurance	
Injury/death to one person	\$1,000,000
Injury/death to more than one person	\$2,500,000
Damage to property	\$1,000,000

- 1) Workers' Compensation
In accordance with the provisions of Labor Code Section 3700, the Respondent shall secure payment of compensation to all employees. The Respondent and, if any, each of its subcontractors shall sign and file with the District the following certification prior to commencing any of the Services: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of RFP No. FS21-221.
- 2) Commercial General Liability Insurance
Coverage must be equivalent in scope or at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an occurrence basis, and must include coverage for property damage, bodily injury, personal, & advertising injury, products and completed operations, liability assumed under an insured contract (including tort of another assumed in a business contract, and independent contractor's liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to work performed under this contract (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Each of the District and the District Representatives shall be named as an additional insured with respect to liability arising out of work or operations performed by or on behalf of the Respondent. General liability coverage can be provided in the form of an endorsement to the Respondent's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 forms if later revisions used. The policy shall contain severability of interest/cross liability clause or language stating that the Respondent's insurance applies separately to each insured against who is made, or suit is brought, except with respect to the limit of the insurer's liability.
- 3) Commercial Automobile Liability insurance.
The Respondent shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Respondent arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles. If Respondent or Respondent's employees will use personal autos in connection with this Agreement and/or the Services, the Respondent shall obtain evidence of personal auto liability coverage for each such person. Coverage must be equivalent in scope or at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1) that includes all vehicles that are owned, non-owned, and hired and personal injury protection. The policy must provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of ISO Form CA 00 01.
- 4) The insurance described in the sections above shall name the District as an additional insured and shall also provide contractual liability coverage satisfactory to the District with respect to liability assumed by the Respondent under the provisions of this Agreement. Written proof of compliance with the requirements of this paragraph consisting of certificates of insurance and a copy of the additional insured endorsement to the Respondent's insurance policies in a form acceptable to the District shall be filed and approved by the District prior to any work performed by the Respondent pursuant to this Agreement and prior to the expiration of each policy year thereafter.

- 5) The Respondent shall in each case renew such insurance not less than thirty (30) calendar days prior to the expiration thereof and shall promptly advise the district that such renewal has become effective. In the event the Respondent fails to timely renew any insurance and provide notice of renewal to the District, the District, in its sole discretion may, but is not obligated to, pay the premium(s) necessary to maintain or otherwise have such insurance coverage in effect, and the Respondent shall promptly upon demand reimburse the District for the associated costs incurred by the District and/or the District may offset such costs against any money due from the District to the Respondent.
- 6) If Respondent fails to purchase and/or maintain any insurance required pursuant to this Section E, the District may, but shall not be obligated to, upon five (5) days' written notice to Respondent, purchase such insurance on behalf of Respondent and shall be entitled to be reimbursed by Respondent promptly thereafter or deduct the amount of such premiums from amounts otherwise due to Respondent hereunder. Any and all amounts expended by the District as provided in Subsection 6 or this Subsection 7 of this Section E shall bear interest from the date expended until repaid to the District at the maximum rate permitted by law or at the rate of ten percent (10%) per annum, whichever is less.
- 7) Within fourteen calendar days following any and each request by the District, the Respondent shall provide to the District a certified copy of each insurance policy as requested by the District that the Respondent is to have in effect pursuant to this Section E. The District may review the Respondent's insurance policies, associated certificates of insurance, and any and all associated endorsements, to discern whether the Respondent is in compliance with the requirements of this Section E and/or in connection with any claim or potential claim that may arise from this Agreement, the Services, and/or the actions by the Respondent and/or its subcontractors in connection with this Agreement. No failure by the District to review, or to fully, appropriately or effectively review, the Respondent's compliance with such insurance-related requirements shall be deemed or construed as a waiver or release by the District or to relieve the Respondent from its obligations pursuant to this Agreement. The Respondent's obligations pursuant to this Subsection 8 shall survive the completion of the Services and/or the expiration or earlier termination of this Agreement.
- 8) In no event shall the types or coverage limits of the insurance specified in this Section E and maintained by the Respondent, or the proceeds of any such insurance, be deemed or construed as limitations on any liabilities of the Respondent in connection with this Agreement, including, without limitation, any liabilities associated with the Respondent's indemnification obligations. The Respondent shall have in effect at all times while this Agreement is in effect such additional or other insurance coverages as the Respondent may determine in its reasonable business judgment are necessary and/or appropriate to protect the interests of the Respondent and the District in connection with this Agreement.

H. Termination

1) District Termination for Convenience

The District may terminate this Agreement at any time without need for cause by giving a 30-days written notice to the Respondent, in which event the termination shall be effective on the date stated in the termination written notice. 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. Notwithstanding the foregoing, the District may terminate this Agreement effective immediately upon notice to the Respondent in any emergency situation (regardless of whether constituting a health, fiscal, and/or other emergency) as declared by any federal, state or local governmental entity or as determined by the District in its reasonable discretion. In the event of a termination pursuant to this Subsection 1, the District shall pay to the Respondent all undisputed amounts attributable to Services/Supplies satisfactorily provided prior to the effective date of the termination, and the Parties thereafter shall be released from all further obligations and liabilities under this Agreement, except to the extent that any such obligations or liabilities expressly, implicitly, or impliedly survive the termination of this agreement.

2) District Termination for Cause.

The District may terminate this Agreement for cause by giving 30-days written notice of intent to terminate this Agreement to the Respondent. Any and each such notice of intent to terminate shall specify in reasonable detail the material breach by the Respondent of its obligations pursuant to this Agreement and/or other failure, error, omission, or other defect in the performance of the Services/Supplies (each a "Default") that form the basis or bases for the termination. In such event, the Respondent shall have: (i) 24 hours from receipt of the notice to cure any

and all Defaults; and (ii) twenty calendar days from receipt of the notice to cure (or to make arrangements satisfactory to the District in its reasonable discretion for cure of) any other Defaults by the Respondent. If the Respondent fails to cure (or fails to make arrangements satisfactory to the District for cure of), or if it is not reasonably possible for the Respondent to cure, any Default within the applicable period specified in this Subsection 2, the District may terminate this Agreement by providing written notice of termination to the Respondent, in which event the termination shall be effective immediately upon receipt by the Respondent of the notice of termination or on such later date as may be specified in the notice of termination.

3) Respondent Termination for Cause.

The Respondent may terminate this Agreement for cause by giving 30-days written notice of intent to terminate this Agreement to the District. Any and each such notice of intent shall specify in reasonable detail the Default(s) by the District that form the basis or bases for the termination. In such event, the District shall have twenty calendar days from receipt of the notice to cure (or to make arrangements satisfactory to the Respondent in its reasonable discretion for cure of) the Default(s) specified in the notice of intent to terminate. If the District fails to cure (or fails to make arrangements satisfactory to the Respondent for cure of) any Default within the applicable period specified in this Subsection 3, the Respondent may terminate this Agreement by providing written notice of termination to the District, in which event the termination shall be effective immediately upon receipt by the District of the notice of termination or on such later date as may be specified in the notice of termination.

4) Remedies Not Limited.

In the event of a termination pursuant to either Subsection 2 or Subsection 3 of this Section H, neither Party's remedies shall be limited, and either Party may pursue such rights and remedies as may be available pursuant to this Agreement and applicable law.

I. Availability of Funds

Each and every obligation of the District pursuant to this Agreement to pay the Respondent is conditioned on the availability of funds appropriated or allocated for the payment of such obligation. The District, in accordance with Section H herein, may terminate this Agreement at the end of any period for which funds were available if funds are not allocated and available for the subsequent continuance of this Agreement. In the event the District so terminates this Agreement, no liability shall accrue to the District as a result of such termination, and the District shall not be obligated or liable for any future payments or for any damages resulting from the termination.

J. Amendment and Modifications

Neither this Agreement nor any written amendment, supplement, or other modification to this Agreement (each a "Modification") shall have any force or effect whatsoever unless and until approved by the Governing Board, either directly or through delegation and ratification, and executed and delivered by both Parties. No oral understanding or agreement of the Parties relating to the subject matter of this Agreement shall be valid or binding for any purpose whatsoever unless and until set forth in a written and duly approved Modification

K. Assignment

In no event may the Respondent assign this Agreement or any of its rights pursuant to this Agreement, or delegate any of its obligations pursuant to this Agreement, absent the express written consent of the District, which consent the District may grant, withhold, or condition in its sole and absolute discretion. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties' respective successors and assigns.

L. Waiver of Subrogation

The Respondent hereby waives, for the benefit of the District and each of the District Representatives, and on behalf of its insurers, any and all rights of and to subrogation that any of those insurers may acquire or otherwise have as the result of the payment of any loss under such insurance in connection with this Agreement and/or the Services/Supplies. The Respondent shall obtain and provide to the District any and all endorsements or other documentation that may be necessary to effect such waivers of subrogation, but the waivers shall be valid and binding regardless of whether the District actually receives any such documentation.

M. No Third Party Beneficiaries

The District and Respondent are the only parties to this Agreement and are the only parties entitled to enforce its terms. Except as provided by applicable law, nothing in this Agreement shall be deemed or construed to provide any benefit or right, directly or indirectly, to any third party.

N. Firearms and other Weapons Prohibited

All District properties are weapons and firearms-free zones. The Respondent, its subcontractors, and their respective employees, agents, and representatives are each hereby prohibited from possessing on their persons or in their vehicles, any firearms or other weapons while on or at any District property.

O. Severability

Should a court of competent jurisdiction hold or otherwise determine that any provision of this Agreement is illegal, unenforceable, and/or void, then: (i) each Party shall be relieved of any obligations arising from such provision; and (ii) if the performance of the remaining provisions of this Agreement reasonably would result in both Parties receiving substantially the benefits intended by this Agreement, such remaining provisions shall remain and continue in full force and effect, but shall to the extent possible be interpreted and implemented to effect the intent of the Parties in agreeing to the illegal, unenforceable, and/or void provision. If both Parties would not receive substantially the benefits intended by this Agreement, this Agreement shall terminate on the date the holding or other determination by the court becomes final and no longer subject to appeal.

P. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

Q. Silence/Absence/Omission

Any silence, absence, or omission from the Agreement specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the District are to be used.

R. Indemnification

The Respondent shall indemnify and hold harmless the District, the District Representatives, and each of them, with respect to any and all liens, judgments, damages, losses, costs, expenses (including, without limitation, attorneys' fees and other legal costs), and other liabilities of whatever nature (each a "Liability" and, collectively, the "Liabilities") that arise from breach by the Respondent of its obligations pursuant to this Agreement and/or acts or omissions (regardless of whether constituting negligence or willful misconduct) of the Respondent, any of its subcontractors, or any Respondent or subcontractor employee, agent or other representative in connection with this Agreement, including, without limitation, Liabilities that arise from death of or injury to any person, damage to any property, and any disputes between or involving the Respondent and any of its subcontractors or other third parties. With respect to each and all claims, demands, actions, and other proceedings initiated in connection with each and any Liability or Liabilities, the Respondent shall defend the District and the District Representatives, and each of them, using legal counsel reasonably acceptable to the District, but selected and retained by the Respondent at its sole cost and expense. In connection with each such defense, the Respondent shall: (i) timely pay or otherwise satisfy any and each judgment that may be rendered against the District and/or any of the District Representatives; (ii) within thirty days of receiving an invoice from the District, in each case pay all legal and/or other costs reasonably incurred by the District, including, without limitation, the costs associated with the District's legal counsel advising in regard to, monitoring and, as necessary, participating in the defense. With respect to any particular Liability, and notwithstanding the foregoing provisions of this Section R, the Respondent shall not be obligated to indemnify and hold-harmless the District or any of the District Representatives to the extent, but only to the extent, the Liability is attributable to the sole negligence, active negligence, or willful misconduct of the District or any of the District Representatives, in which case the Parties shall be responsible and liable on a comparative basis.

S. Force Majeure

For purposes of this Agreement, a "Force Majeure Event" is any situation or event that develops or occurs after the Effective Date and that reasonably: (i) is beyond the control of a Party; and (ii) precludes the Party from performing one or more of its obligations pursuant to this Agreement. Without limiting the foregoing, Force Majeure Events may include,

but are not limited to: (i) a public health emergency declared by governmental officials; (ii) a fire, explosion, power failure, or strike or labor dispute, not in whole or in part caused by or attributable to any act or omission by the Party; (iii) wildfire, earthquake, flood, or similar acts of God; (iv) war, civil disturbance, acts of civil or military authorities or public enemy; and (v) local, state or federal government acts or orders that result in stoppage of work or services, or the freezing, re-allocation, reduction, or elimination of funding.

For avoidance of doubt, all mandatory guidance, orders and recommendations of federal, state, and local governmental public health and other officials ("Public Officials") relating to and/or establishing safety and other requirements relating to, the virus that causes COVID-19 (collectively, "COVID-19 Orders") that were or are in effect prior to or as of the Effective Date shall in no event be deemed or construed as the basis for, or to constitute, any Force Majeure Event. However, if and to the extent Public Officials modify and/or issue additional COVID-19 Orders that are applicable to this Agreement and/or the Services, and subject to satisfaction of all other requirements of this Section S, a Party shall not be precluded from asserting that those subsequent COVID-19 Orders constitute a Force Majeure Event. Also for avoidance of doubt, a general economic downturn or other adverse "business climate" shall in no event be deemed or construed to constitute a Force Majeure Event.

Notwithstanding anything to the contrary: (i) a Party shall not be deemed to be in breach of this Agreement if, as a direct result of a Force Majeure Event, the Party is precluded from performing, or from timely performing, any one or more of its obligations pursuant to the Agreement; and (ii) no such delay or failure shall constitute an event of default attributable to such Party. In each case that a Party cannot fully and/or timely perform as a result of a Force Majeure Event, the Party must give written notice to the other Party: (i) immediately if the failure or delay in performance relates to the actual transportation of District students; or (ii) within five calendar days of becoming aware of, or other discovery of, the Force Majeure Event, if the failure or delay in performance relates to any obligation pursuant to the Agreement other than the actual transportation of District students. Each such notice shall specify in reasonable detail the cause and existence of the applicable Force Majeure Event and its impact on the performance by the non-performing Party.

Nothing in this Section S or elsewhere in this Agreement shall be deemed or construed to preclude the District from terminating this Agreement for the District's convenience, in accordance with Section H herein.

T. Nondiscrimination

Both the District and Respondent agree that no child who participates in the National School Lunch Program (NSLP), Special Milk Program (SMP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), or Child and Adult Care Food Program (CACFP) will be discriminated against on the basis of ancestry, sex, race, color, religion, creed, national origin, sexual preference, marital or parental status, pregnancy, age, or disability.

U. Compliance with the Law

The Respondent shall comply with all laws, ordinances, rules, regulations and other federal, state, and local governmental requirements applicable to this Agreement and/or the Services. At all times while this Agreement is in effect, the Respondent shall have and maintain in effect any and all licenses, permits, and other approvals or consents as are necessary and/or appropriate to authorize the Respondent to conduct its business and perform its obligations pursuant to this Agreement.

V. Applicable Law and Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, regardless of any conflict-of-laws, choice-of-law, or other provisions of any federal, state or other law. Any and each action or other proceeding arising from this Agreement and/or the Services shall be initiated and conducted only in an appropriate court located in the County of Los Angeles, California.

W. Interpretation of Agreement

Each Party acknowledges that, in executing this Agreement, such Party: (i) has sought, or has had the unqualified opportunity to seek, the advice of its own independent legal counsel; and (ii) has read and understands all of the terms and provisions set forth in this Agreement. Therefore, the provisions of this Agreement shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was primarily responsible for drafting this Agreement or any particular provision herein. The Recitals set forth in Part II of this

Agreement are hereby incorporated as operative and effective provisions of this Agreement. The headings and captions set forth in this Agreement are for the convenience of the reader only and shall not be deemed or construed to establish, define, or limit the meaning of any provision herein.

X. Provisions Required by Law

Each and every provision required by law to be inserted into this Agreement shall be deemed to have been inserted into this Agreement, and this Agreement shall be read and enforced as though it were included. However, if through mistake or otherwise, any such provision is not inserted or is not inserted correctly, then upon request of either Party, the Parties shall reasonably cooperate with respect to amending or otherwise modifying this Agreement to make such insertion or correction.

Y. Disputes

Attorneys' Fees. In connection with any and each dispute that arises from Agreement and/or the Services/Supplies, each Party shall be responsible for paying its own attorney's fees and other related costs and expenses. The provisions of this section shall survive the completion of the Services/Supplies and/or the expiration or earlier termination of this Agreement.

Z. Waiver

No action or failure to act by the District shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach there under, except as may be specifically agreed in writing.

AA. Notification of Material Change

Respondent is required to notify District when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, within three (3) business days of such change.

BB. Product Recall

If a product recall is instituted on an item that has been furnished and delivered to District, Respondent must immediately notify the District with all pertinent information regarding the recall.

CC. Excess Product

District is not responsible for any product Respondent has on hand at the end of the period.

III. RELATIONSHIP OF THE PARTIES

The Respondent's relationship with the District will be that of an independent contractor and not that of an employee or supervisor of the District. The Respondent will not be eligible for any employee benefits, nor will the District make deductions from payments made to the Respondent for taxes, all of which will be the Respondent's responsibility. The Respondent agrees to indemnify and hold the District harmless from any liability for, or assessment of, any such taxes imposed on the District by relevant taxing authorities. The Respondent will have no authority to enter into contracts that bind the District or create obligations on the part of the District (EC Section 45103.5).

IV. BOOKS AND RECORDS

The District and the Respondent shall allow the CDE, USDA, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the Respondent which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcriptions (7 CFR 3016.36[i][10]). Respondent shall preserve all records relating to this Agreement for a period of five (5) fiscal years or for such longer period as may be required by law, after final payment relating to the services.

V. EQUIPMENT, FACILITIES, INVENTORY, AND STORAGE

The District will make available to the Respondent, without any cost or charge, area(s) of the premises agreeable to both parties in which the Respondent shall render its services. The District shall not be responsible for loss or damage to equipment owned by the Respondent and located on the District's premises.

VI. CERTIFICATIONS

1. The Respondent warrants and certifies that in the performance of this agreement, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 7 *CFR* parts 210, 215, 220, 225, 245, 250, 3016, and/or 3019, USDA FNS Instruction and Policy, and California *EC* and *Public Contract Code*, as applicable. The Respondent agrees to indemnify the District and the CDE against any loss, cost, damage, or liability by reason of the Respondent's violation of this provision.
2. The Respondent shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments.
3. As applicable, the District and Respondent shall comply with all applicable standards, orders, or regulations issued, including:
 - a. Section 306 of Clean Air Act (42 U.S.C. 1857[h])
 - b. Section 508 of the Clean Water Act (33 U.S.C. 1368)
 - c. Executive Order 11738
 - d. Environmental Protection Agency (EPA) regulations 40 *CFR* Part 15, et seq. Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the FSMC agrees not to utilize a facility listed on the EPA's List of Violating Facilities.
4. Debarment Certification
The USDA Certification Regarding Debarment must accompany each subsequent two (2) additional one-year renewals (7 *CFR* Section 3017.510). Agreement renewals that do not include this certification will not be accepted for consideration.
5. Lobbying
The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (7 *CFR* Part 3018, Appendix A) must accompany each subsequent two (2) additional one-year renewals (7 *CFR*, Section 3017.510). Agreement renewals that do not include this certification will not be accepted for consideration.
6. Energy Policy and Conservation Act
The District and the Respondent shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

VI. ENTIRE AGREEMENT

This Agreement and the other Contract Documents, collectively: (i) constitute the entire and integrated agreement between the Parties with respect to the subject matter of this Agreement; and (ii) supersede any and all prior negotiations, representations, understandings, and agreements relating to such subject matter, whether written or oral.

In witness whereof, the Parties have executed this Agreement, as evidenced by the signatures, below, of their respective duly authorized representatives.

AGENCY:

RESPONDENT:

Hawthorne School District,

Company Name

Signature

Signature of Company Authorized Agent

By: Mara Pagniano
Print Name

Title: Associate Superintendent, Business Services

Mailing Address:

Jennifer Kim, Nutrition Services Director
Hawthorne School District
14120 Hawthorne Blvd.
Hawthorne, CA 90250
jkim@hawthorne.k12.ca.us
310 263-3986

By: _____
Print Name

Title: _____

Mailing Address:

Phone No.: _____

Fax No.: _____

E-mail: _____

EXHIBIT 1
DELIVERY FREQUENCY

All prices shall be quoted FOB destination. The Destination shall be the school site locations placing the orders. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. Purchase Orders shall appear on all delivery and invoices. Number of drops are provided as a sample and are subject to change once the Agreement is negotiated with the awarded respondent(s).

 <div style="display: inline-block; text-align: left; margin-top: 10px;">NUTRITION SERVICES HAWTHORNE SCHOOL DISTRICT HawthorneSchoolMeals.com 310-263-3990</div>	
<p>Eucalyptus School 12044 South Eucalyptus Avenue (310) 679-0754 Yolanda Martinez, Manager ymartinez@hawthorne.k12.ca.us</p> <p>Jefferson School 4091 West 139th Street (310) 676-2676 Julia Plascencia jplascencia@hawthorne.k12.ca.us</p> <p>Kornblum School 3620 West El Segundo Blvd. (310) 219-2832 Letty Arreola, Manager larreola@hawthorne.k12.ca.us</p> <p>Ramona School 4617 West 136th Street (310) 675-0612 Maria Lopez, Manager marialopez@hawthorne.k12.ca.us</p> <p>Washington and Hawthorne Middle School School 4339 West 129th Street (310) 675-0322 Washington, (310) 675-9731 HMS Maria Gomez, Manager; Gina Ealy, Asst Manager mgomez@hawthorne.k12.ca.us gealy@hawthorne.k12.ca.us</p>	<p>York School 11838 South York Avenue (310) 675-7073 Carmen Hernandez, Manager chernandez@hawthorne.k12.ca.us</p> <p>Zela Davis School West & East 13435 South Yukon Avenue (310) 679-5703 West (310) 676-8644 East Rebecca Contreras, Manager; Esmeralda Macias, Asst. Manager rcontreras@hawthorne.k12.ca.us emacias@hawthorne.k12.ca.us</p> <p>Bud Carson Middle School 13838 South Yukon Avenue (310) 676-9083 Laura Mena, Manager: lamena@hawthorne.k12.ca.us</p> <p>Prairie Vista Middle School 13600 Prairie Avenue (310) 679-1108 Margarita Garcia, Manager mgarcia@hawthorne.k12.ca.us</p> <p>Hawthorne Math & Science Academy 4467 W. Broadway (310) 973-0445 Lydia Taylor, Manager ltaylor@hawthorne.k12.ca.us</p>
<p><u>Nutrition Services Secretary:</u> Giovanna Franco (310) 263-3990</p>	