

REQUEST FOR PROPOSAL
3017
CAMPUS CATERING - FROZEN & REFRIGERATED FOOD

Clovis Unified School District
1450 Herndon Ave
Clovis, CA 93611



Only electronic bid submittals via CUSD's eProcurement Portal will be accepted.
Visit CUSD Purchasing Website <https://www.cusd.com/bid-schedule> to access the link.

All bidders MUST register with OpenGov to participate in this bid.

Clovis Unified School District
REQUEST FOR PROPOSAL
Campus Catering - Frozen & Refrigerated Food

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Attachments:

A - Sample Contract Food Service

B - Attach District COI Samples (Template)

C - Attach_Evaluation_Criteria_All

D - PRU-21 China Prohibition Certification_

E - Delivery_Specs_-_Frozen_and_Refrigerated_Food

1. Introduction

1.1. Summary

RFP NO. 3017 CAMPUS CATERING - FROZEN AND REFRIGERATED FOOD

All bidders MUST register with OpenGov to participate in this bid by visiting CUSD's eProcurement Portal which can be accessed by visiting <https://www.cusd.com/bid-schedule> . **Only electronic bid submittals will be accepted.**

Please provide pricing based on COST PER CASE and COST PER UNIT. Please identify in the comments section if your case quantity differs.

The intent and purpose of this Request for Proposal (RFP) is to establish a contract with one qualified source. Please note that the District reserves the right to buy local when product is available in support of locally produced foods and the District's farm to school efforts. The district reserves the right to award multiple vendors, using criteria as specified in the evaluation criteria.

1.2. Contact Information

Laura Jacobs

Buyer 1

310 N Sunnyside Ave

Clovis, CA 93611

Email: laurajacobs@clovisusd.k12.ca.us

Phone: [\(559\) 327-9149](tel:(559)327-9149)

Department:

Purchasing Department

1.3. Timeline

Release Project Date / 1st Ad Date	March 7, 2025
RFI / Question Submission Deadline	March 19, 2025, 11:00am
Proposal Submission Deadline	April 7, 2025, 10:00am
Board of Education Action - Date is subject to change at the discretion of the District.	May 7, 2025

2. Notice to Bidders

NOTICE CALLING FOR PROPOSALS

DISTRICT: Clovis Unified School District

PROPOSAL DEADLINE: Monday, April 7, 2025 at 10:00 am (Pacific Standard Time)

PLACE OF RECEIPT: All Proposals must be submitted using the District's Electronic Bid Portal, OpenGov.com, which can be accessed by visiting <https://www.cusd.com/bid-schedule>

Only electronic submittals will be accepted.

NOTICE IS HEREBY GIVEN that the Clovis Unified School District of Fresno County, California, acting by and through its Governing Board, hereinafter referred to as "District," will receive up to, but not later than Monday, April 7, 2025 at 10:00 am (PST), Proposals for the award of a contract for **RFP No. 3017 Campus Catering - Frozen and Refrigerated Food.**

Proposal Documents are available on District's Electronic Bid Portal, OpenGov.com, which can be accessed by visiting <https://www.cusd.com/bid-schedule>. All proposals shall be made and presented on the forms provided in the RFP documents.

Any questions, requests for information, requests for clarification and the like must be submitted on or before Wednesday, March 19, 2025 on 11:00 am (PST) using the District's Electronic Bid Portal, OpenGov.com, which can be accessed by visiting <https://www.cusd.com/bid-schedule>

The Award of the contract, will be by action of the Governing Board to the most responsive and responsible bidder with the highest score considering all evaluation criteria. The District reserves the right to withdraw or cancel one or more items from this RFP before award and proceed with the remaining items. The District reserves the right to make multiple awards or to reject any or all proposals, or to waive any irregularities or informalities in any proposals or in the bidding process.

No bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of the proposals.

District Contact Info: Laura Jacobs, Buyer 1 can be reached at (559) 327-9149 or laurajacobs@clovisusd.k12.ca.us

Published: (1) MARCH 7, 2025 (2) MARCH 14, 2025

3. Information For Bidders

3.1. Bid Proposal

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

Bid proposals must be submitted via CUSD's eProcurement Portal on or before Monday, April 7, 2025 at 10:00 am (PST). All bids must be received on or prior to that date and time, after which bids will be opened and read in public. **The District suggests that bids be submitted early in order to ensure their timely receipt.**

Any questions relative to the bid should be directed via CUSD's eProcurement Portal Q&A feature to be addressed by a designee of the District Superintendent.

No bid proposals shall receive consideration by the Clovis Unified School District for 3017 Campus Catering - Frozen & Refrigerated Food unless made in accordance with the following instructions:

3.2. Purpose

The District is seeking proposals from qualified, experienced companies to provide and deliver frozen and refrigerated food products to receiving sites within the District. The frozen and refrigerated food must meet the current Federal and State nutrition guidelines for the School Breakfast Program, National School Lunch Program as well as, the Smart Snacks Compliance for Ala Carte Sales.

3.3. Preparation of Proposal Form

Proposals shall be submitted as prescribed and the Proposal Form and Pricing Proposal sheet must be completed in full. All proposal items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand.

3.4. Form and Delivery of Proposals.

The proposal must conform and be responsive to all proposal documents and shall be made on the Proposal Form and Pricing Proposal sheet and the complete proposal, together with any and all additional materials or documents as required, shall be submitted using the District's Electronic Bid Portal, OpenGov.com, which can be accessed by visiting <https://www.cusd.com/bid-schedule> . **Only electronic submittals will be accepted, and must be received on or before the proposal deadline. It is the bidder's sole responsibility to ensure that its proposal and samples, if required, are received prior to the proposal deadline.**

3.5. [Proposal Pricing](#)

Prices must be submitted using the Pricing Proposal sheet. Where requested, items on the Pricing Proposal and Proposal Sheet should be stated in figures. If the item is a Special Order indicate so using the “Comments” section of the Pricing Proposal sheet. Each item specified is described and a brand name may be used as a reference to indicate the quality of the product required. If quoting an item that has more than one flavor or shape, or is not specifically listed on the Pricing Proposal or Proposal Sheet, please use line items designated as “Other” and please list all specifications using the adjacent “Comments” section. Where required or indicated, all items on the “Pricing Proposal” should be completed in figures.

3.6. [Signature](#)

Any signature required on any proposal documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the proposal certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

3.7. [Modifications](#)

Changes in or additions to any of the proposal documents, alternative proposals, or any other modifications which are not specifically called for in the proposal documents may result in the rejection of the proposal as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the proposal documents will be considered.

3.8. [Examination of Proposal Documents](#)

At its own expense and prior to submitting its proposal, each bidder shall examine all proposal documents; visit the sites and determine the local conditions which may in any way affect the performance of the work; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the proposal. The

District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the actual conditions and data given in the proposal documents. Bidder agrees that the submission of a proposal shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

3.9. Withdrawal of Proposals

Any proposal may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of proposals. The proposal security for a proposal withdrawn prior to the scheduled closing time for receipt of proposals, in accordance with this paragraph, shall be returned. No bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of proposals.

3.10. Interpretation of Proposal Documents

If any bidder is in doubt as to the true meaning of any part of the proposal documents, or finds discrepancies in, or omissions from the proposal documents, or has any questions related to the proposal documents, a written request for an interpretation or correction thereof must be submitted before Wednesday, March 19, 2025 at 11:00 am(PST) to the District via the District's Electronic Bid Portal, OpenGov.com, which can be accessed by visiting <https://www.cusd.com/bid-schedule> . No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the proposal documents and answers to questions will be made solely at District discretion. The District may issue a written addendum and a copy of such addendum will be uploaded to the District's Electronic Bid Portal, OpenGov.com and/or e-mailed to each bidder known to have received a set of proposal documents. No person is authorized to make any oral interpretation of any provision in the proposal documents, nor shall any oral interpretation of proposal documents be binding on the District. If there are discrepancies of any kind in the proposal documents, the interpretation of the District shall prevail. SUBMITTAL OF A PROPOSAL WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PROPOSAL DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PROPOSAL DOCUMENTS; AND THAT BIDDER AGREES THAT THE WORK CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES.

3.11. Substitutions/Alternates

All items bid must conform to the terms and conditions set forth in the Request for Proposal documents. The District reserves the right to reject all proposals that do not conform to the RFP. Manufacturers' names, trade names, brand names, manufacture numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. At a minimum, manufacturer information, specifications, nutritional information, and a picture of the specific item, marked with the appropriate RFP item number, should be provided fully describing the claimed "or equal" product. Suitability and

valuation of “equals” rest in the sole discretion of the District. Questions, Request for Substitution or Requests for Information received after the timeframe stated deadline will not be considered. If the substituted item is acceptable, the District will approve it. It is understood and agreed to by the bidder that the District reserves the right to reject any such proposed substitution.

3.12. Locally Grown and Produced Products

Further, in accordance with AB 788 and SB490, effective January 1, 2023, adds Districts to the FAC, Section 58595(c), which requires District. 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: 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. The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state.

3.13. Farm Animal Confinement (Prop 12)

Effective September 1, 2022, the California Department of Food and Agriculture (CDFA), Animal Health and Food Safety Services, adopted Title 3, California Code of Regulations (3 CCR), sections 1320-1326, which are related to Proposition 12 (2018), the Farm Animal Confinement Initiative. Proposition 12 amended Health and Safety Code to require that veal calves, breeding pigs, and egg laying hens be housed in confinement systems that comply with specific minimum standards for freedom of movement, cage-free designation, and minimum floor space. When federal meal and state reimbursement funds are used, whether directly by a school food authority or on their behalf, the District requires all procurement transactions (excluding USDA foods) for food purchases to be compliant with Proposition 12.

3.14. Bidders Interested in More Than One Proposal

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for by the District. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a proposal.

3.15. Award of Agreement

The award of the agreement, will be by action of the Governing Board to the most responsive and responsible bidder with the highest score considering all evaluation criteria. The District reserves the right to withdraw or cancel one or more items from this RFP before award and proceed with the remaining items. The District reserves the right to make multiple awards or to reject any or all proposals, or to waive any irregularities or informalities in any proposals or in the bidding process. In the event an award of the agreement is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within

ten (10) calendar days after the notice of award, the District may award the Agreement to the next highest ranked responsive and responsible bidder or reject all proposals.

3.16. Agreement

The form of agreement which the successful bidder, as Contractor, will be required to execute, is included in the proposal documents and should be carefully examined by the bidder. The agreement will be executed in counterparts. The complete Agreement consists of but is not limited to the executed Agreements, Proposal Documents, Forms, Requirements, Responses, W-9, Insurance Certificates and Endorsements, General Conditions, Special Provisions, Specifications, Delivery Schedule, and all Modifications, Addenda and Amendments if any, thereof duly incorporated therein. All of the above documents are intended to be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and of all items called for in the Agreement.

3.17. Competency of Bidders

During its evaluation in selecting a bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the proposal. By submitting a proposal, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the contract. The District may also consider the qualifications and experience of persons and organizations proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the District's satisfaction within the prescribed time. The District reserves the right to reject the proposal of any bidder who does not pass any such evaluation to the satisfaction of the District.

3.18. Insurance and Workers' Compensation

The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with District prior to performing the work, the Workers' Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.

a. Successful bidder shall, at bidder's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A-, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with bidder's fulfillment of the obligations under this bid:

b. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, but this may be waived by the District.

- | | | |
|------|---------------------------------|-------------|
| i. | General Aggregate | \$2,000,000 |
| ii. | Each Occurrence | \$1,000,000 |
| iii. | Products/Completed Operations | \$1,000,000 |
| iv. | Personal and Advertising Injury | \$1,000,000 |

c. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the bidder drives on behalf of the District in the course of performing Services.)

d. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the District.

e. Workers' Compensation and Employers Liability Insurance in a form and amount covering bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the bidder.

f. No later than ten (10) days from execution of the Agreement by the District and successful bidder, and prior to commencing the Services under this bid, bidder shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

g. Successful bidder shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance

carried by District shall be excess and noncontributory.” Failure to maintain the above-mentioned insurance coverages shall be cause for termination of the Agreement.

3.19. Anti-Discrimination

In connection with all work performed under this proposal, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable federal and state laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735.

3.20. USDA Nondiscrimination

Both the District and bidder must agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP) will be discriminated against on the basis of race, color, national origin, age, sex, or disability. State agencies and District shall comply with the requirements of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination (7 *CFR*, parts 15, 15a, and 15b); and FNS Instruction 113-1 (7 *CFR*, Section 210.23[b]).

3.21. Samples

The District reserves the right to request samples of items proposed. If a sample is required, it shall be submitted, free of charge, at the time and place designated by the District. Samples may be requested after the RFP opening. Samples must be plainly marked with name of the Contractor, RFP number and the product quoted. The District reserves the right to reject the Proposal of any bidder failing to submit samples as requested.

3.22. Taste Testing

This Proposal is **not** subject to taste test evaluation.

3.23. References

List three references to which the bidder(s) has provided services within the past five year(s). Reference form to utilize is attached to this solicitation and must be submitted by the bid solicitation deadline. Failure to complete and return this form will cause your proposal to be rejected.

3.24. Deviations from Proposal Terms and Conditions

Deviations from any proposal term or condition may cause a proposal to be rejected as nonresponsive. All deviations must be clearly noted at time of proposal submission. If not noted, the assumption is that bidder is bidding as specified .

3.25. Drug-Free Workplace Certification

Pursuant to Government Code section 8350 et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide 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.

3.26. Noncollusion Declaration

In accordance with the provisions of Section 7106 of the Public Contract Code, each proposal must be accompanied by a Noncollusion Declaration.

3.27. Tobacco Use Policy

Bidder has been advised and is aware that District has a Policy which prohibits the use of tobacco products, including smokeless tobacco and VAPE, anywhere on District property. Bidder shall be responsible for the enforcement of District's tobacco-free policy among all bidder's employees and subcontractors while on District property. Bidder understands and agrees that should any employee of bidder violate the District's Board Policy after having already been warned once for violating District's tobacco-free policy, bidder shall remove the individual for the duration of the Agreement. Bidder shall not be entitled to any additional compensation and/or time in completing the work for such removal.

3.28. Criminal Records Check

The successful bidder will be required to comply with the applicable requirements of Education Code section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

3.29. Protest

Bidders may protest the recommended award, provided the protest is in writing, contains the proposal number, is delivered to Clovis Unified School District Purchasing Department at 1450 Herndon Ave. Clovis, CA 93611, and is received within five (5) calendar days of the submission deadline. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in the RFP documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq. or violation of any State or Federal law. Protest will not be accepted on any

other grounds. All protest will be handled by a panel comprised of District Staff. The District will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting bidder within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.

3.30. Debarment, Suspension, and Other Responsibility Matter.

As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed proposal in response to this solicitation is certification that Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Clovis Unified School District will be notified of any change in this status. Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the proposal due date or the bidder may be declared as nonresponsive.

3.31. Public Information

All materials received by the District in response to this RFP shall be made available to the public. If any part of a bidders material is proprietary or confidential, the bidder must identify and so state, and be submitted separate of the proposal documents. Any bidder information used to aid in proposal selection must not be restricted from the public.

3.32. District's Right to Choose

The District shall be the sole judge as to the requirements needed by their schools, students, and employees for the requested services being provided by the bidder.

3.33. Inspection

All items delivered to the District shall be subject to inspection and rejection by the District. The District may return at the bidder's expense any item which fails to meet the conditions of the proposal. Such items shall be considered as rejected and promptly replaced by the bidder. No payment shall be required until replacement is complete. Any item or product damaged in shipment may be refused by the District and may be returned at the bidder's expense. The successful bidder understands that substitutions deviating from the Buy American provision will not be accepted unless approved by the District.

3.34. Health Department Report

Bidder must submit a recent copy of a Health Department Report with the proposal documents.

4. Special Conditions

4.1. FORMS / DOCUMENTS REQUIRED AT BID SUBMISSION

This list is for informational purposes only and is not inclusive. There may be more or less required documents.

Download the forms in the Vendor Questionnaire, complete information, sign, date and upload to the bid proposal.

- A. Proposal Acknowledgement Form
- B. References
- C. Vendor Questionnaire
- D. NonCollusion Declaration Form
- E. Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility
- F. Certification of Restrictions on Lobbying
- G. Iran Contracting Act
- H. Certificate of Independent Price Determination
- I. Russia Sanctions
- J. Prohibition on Poultry Products Imported from the People's Republic of China Certification Form
- K. Nutritional Information / Product Formulation Statements
- L. Other Forms / Documents not listed

4.2. FORMS / DOCUMENTS THAT MAY BE REQUIRED AFTER AWARD

This list is for informational purposes only and is not inclusive. There may be more or less required documents.

- 1) Equal Opportunity Employment Form
- 2) Worker's Compensation Certificate Form
- 3) Drug Free Workplace Certification
- 4) Criminal Records Check Certification
- 5) IRS - Form W9
- 6) Insurance Certificate
- 7) Tuberculosis Certification

- 8) Copy of Product Recall Program
- 9) Recent Health Department Inspection Report
- 10) Buy American Worksheet
- 11) Current HACCP Plan - Plan must comply with USDA Requirements
- 12) Other Forms / Documents not listed

5. General Conditions and Scope of Work

The District is seeking proposals from qualified companies to procure Frozen & Refrigerated food to receiving sites within the District. **Any product that does not meet District Nutrition Standards will not be considered and may not be delivered at any time.**

5.1. HEALTH GUIDELINES

The successful bidder(s) shall follow current California Department of Public Health (CDPH) and Fresno County Health guidelines as it pertains to public grounds, buildings and K-12 public school settings.

5.2. ADD/ DELETE LOCATIONS

The District is a growing district; therefore, it reserves the right to add or delete locations at its discretion at any time throughout the term of the agreement.

5.3. NO MAXIMUM OR MINIMUM QUANTITIES

The District does not guarantee that a minimum or maximum amount will be purchased. Any quantities specified in this proposal are estimates only. Quantities are subject to change in order to meet the needs of the Campus Catering Department as well as individual school needs. **No minimum order requirements may be imposed or will be allowed.**

5.4. PRICING

Quoted prices must stay in effect for one (1) year after award of proposal. The District may grant, upon written request, a price adjustment to compensate for inflation. This adjustment must be requested prior to May 15th of each year for the upcoming renewal year. The adjustment will be effective upon renewal of the Agreement and shall not exceed the most recent percentage of change in the Consumer Price Index (CPI) for the Fresno County area or 5% whichever is greater. Alternate quantities may be accepted when case /pack specified is not available. Some specifications shown have been established by the District based on the District's research and expertise, popularity of the food item, and/or brand name recognition. The District's Campus Catering Department Director or its designee will be the sole judge as to whether such alternate products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District.

Bidder should insert "No Bid" on line items that cannot be provided or will not be bid on. Bidder should insert the brand name of the line item into the "Brand Name" column, if applicable.

5.5. PRICING PROPOSAL

Quoted prices must stay in effect for one (1) year after award of proposal. The District grants Product specifications based on products and quantities currently in use. Alternate quantities may be accepted when case/pack specified is not available. Some specifications shown have been established by the District based on the District's research and expertise, popularity of the

food item, and/or brand name recognition. The District's Campus Catering Department Director or its designee will be the sole judge as to whether such alternate products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District. Bidder should insert "No Bid" on line items that cannot be provided or will not be bid on. Bidder should insert the brand name of the line item into the applicable column, if appropriate.

As a condition of any award resulting from this Request for Proposals, Successful Bidder(s) shall discount all transactions as agreed. In the event the District discovers through its contract monitoring process or formal auditing process, that material was priced incorrectly, Successful Bidder(s) agrees to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the noncompliance.

5.6. INVOICING

Invoices for goods delivered against any contract or purchase order must be itemized and all applicable discounts identified. Invoices must include the Purchase Order number on each invoice. Invoices must be separated out by Purchase Order number and correspond with agreed upon delivery price as specified in signed contract.

5.7. ORDER/PRICE DISCREPANCIES

Upon notification by the district, the Successful Bidder(s) shall correct/resolve any shipping or pricing discrepancy no later than five business days from the time of delivery to the ordering location and or price discrepancy notification at no additional cost to the District.

5.8. PRODUCT RECALL

Successful bidder shall bear the cost incurred by the District resulting from product recall, including but not limited to, any cost initially incurred for storage and transportation; pickup, transportation and storage of recalled product(s); and price differential for replacement product, if necessary and approved by the District. Payment or credit for all cost directly related to product recall shall be made within 30 days.

5.9. POSTPONEMENTS/DELAYS

The successful Bidder must have a contingency plan in place for immediate recovery should a truck breakdown or other delay(s) occur during any delivery day. If a delay occurs, the successful bidder will be responsible for contacting the Campus Catering Department and each individual Site Supervisor affected by the delay. It is requested that the successful bidder meet with the Campus Catering Department Director to outline the proposed delivery routing prior to implementation.

5.10. WARRANTY OF ITEMS/GOODS

Notwithstanding inspection and acceptance by the District of items/goods furnished under the agreement or any provision of concerning the conclusiveness thereof, the successful bidder warrants that:

- A. All items/goods or services furnished shall be in accordance with the District specifications as called out in this bid. The successful bidder shall furnish and deliver the quantity designated in the award of the bid. Any items/goods determined by the District's Campus Catering Department Director or its designee to be not in accordance with or conforming to the specifications of the bid, shall be rejected and promptly removed from the District's premises at the successful bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the specifications or contract sample, the cost of such test shall be paid for by the successful bidder.
- B. The preservation, packaging, packing and marking, and the preparation for, and method of shipment of such items/goods will conform to the requirements of Request for Proposal.
- C. Within a reasonable time, the District may either by written notice, require the prompt correction or replacement of any items/goods or part thereof (including preservation, packaging, packing and marking) that do not conform with the requirements of this contract or retain such items/goods, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the successful bidder shall promptly make appropriate repayment.
- D. When return, correction or replacement is required, the District shall return the items/goods and transportation charges and responsibility for such items/goods while in transit shall be borne by the successful bidder. However, the successful bidder's liability for such transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under this contract and the Successful bidder's facility and return.
- E. If the successful bidder fails or refuses to correct or replace the nonconforming items/goods within a period of ten (10) days, the District may, by contract or otherwise, correct or replace them with similar items/goods and charge to the successful bidder the cost occasioned to the District thereby. In addition, if the Successful bidder fails to furnish timely disposition instructions, the District may dispose of the nonconforming items/goods for the Successful bidder's account in a reasonable manner, in which case, the District is entitled to reimbursement from the Successful bidder or from the

proceeds for the reasonable expenses of the care and disposition of the nonconforming items/goods, as well as for excess costs incurred or to be incurred.

- F. Any items/goods or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as items/goods initially delivered.
- G. The rights and remedies of the District provided in this clause are in addition to and do not limit any rights afforded to the District by any other clause.

5.11. DEFAULT

If successful bidder fails or neglects to furnish and/or deliver the supplies or services at the prices quoted or at the times and places agreed upon or otherwise fails to comply with the terms, conditions, or specifications of this proposal document in its entirety, the District reserves the right to cancel existing services affected by such default, and procure services from other sources and deduct from any unpaid balance due to the successful bidder. The price paid shall be considered the prevailing market price at the time such purchase is made.

Right to Additional Competition: The District occasionally purchases large quantities of specific items and expressly reserves the right to purchase these and other similar items via other competitive methods if deemed in the best interest of the District.

5.12. GOVERNING LAW

The laws of the State of California and the County of Fresno shall govern all aspects of the proposal.

5.13. DAMAGE TO DISTRICT PROPERTY

The successful bidder shall be fully responsible for any damage to District property caused by its employees. Repairs or replacement, at the option of the District, shall be made by the successful bidder or by the District and charged to the bidder.

5.14. CRIMINAL RECORDS CHECK

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school District may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application. The successful bidder shall not permit an employee to come in contact with the District's pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The successful bidder shall certify in writing to each Governing Board of the District that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. Criminal Records Check Certification by successful bidder is included in the proposal documents.

5.15. DRUG AND ALCOHOL TESTING

The successful bidder shall require that all drivers and other individuals who may come in contact with students be subject to drug and alcohol testing in accordance with the requirements of any federal, state, and local laws. The successful bidder shall keep a record of said information and shall provide such information to the District upon request. The successful bidder shall notify the District immediately and in writing whenever any driver has tested positive for drugs or alcohol and shall immediately dismiss the driver from delivering to the District.

5.16. COMPLIANCE WITH OSHA

Successful bidder agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that successful bidder will indemnify and hold the District harmless for any failure to so conform.

5.17. DRIVING ON PREMISES

The successful bidder's representative driving motor vehicles on the District's school grounds will use extreme caution, especially when school is in session. Drivers will lock any gate or door to which they may have access, both when entering and/or leaving school or site grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or opened, evidence of vandalism, etc., should be reported to the Clovis Unified School District at (559) 327-9000.

5.18. RECORDS AND AUDIT

The Successful bidder shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs claimed to have been incurred and anticipated to be incurred for the performance of the Agreement. The Successful bidder shall preserve and make available its records to the District and/or other representative agencies having a financial interest in the Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the District. The Successful bidder is responsible for any audit discrepancies involving any deviation from the terms of the Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.

5.19. VEHICLE DELIVERY CONDITIONS

All vehicles and containers used for transport must be kept clean and maintained in good repair and condition in order to protect products perishable or otherwise from contamination and must be designed and constructed to permit adequate cleaning and/or disinfection. Vehicles must be capable of maintaining products perishable or otherwise at appropriate temperatures and, where necessary, designed to allow those temperatures to be monitored. All vehicles that transport perishable food items must be equipped with appropriate refrigeration systems in

order to maintain products at appropriate temperatures. Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings.

5.20. QUALITY CONTROL

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

- A. All products must be produced, processed, handled and distributed in accordance with the laws and regulations of the Health Department from Bidder's respective County.
- B. The District reserves the right to inspect the plant and facilities of the Bidder prior to or after award of contract. The Bidder must display a valid Health Department permit. Upon request, a recent health department report shall be provided to the District within five (5) business days.
- C. The storage, preparation, handling, and delivery of products perishable or otherwise shall comply with all applicable health and safety laws and regulations.
- D. The successful Bidder shall immediately notify the District in writing of any potential disease, illness, or recalls associated with the food product which stem from improper procedures or defective food product.
- E. Products and packaging shall be produced under sanitary conditions; the plant shall meet sanitary requirements of Federal, State and Local agencies.
- F. All products shall be fresh and in clean containers at the time of delivery. At the time of each delivery, products shall be grouped by perishable date with older products rotated to the top.
- G. The successful bidder must have a Hazard Analysis Critical Control Point Program (HACCP) for all areas of service and products including but not limited to; purchasing, receiving, holding, storage, transportation and delivery. All Bidders must provide copies of their HACCP certification records at the time of the proposal submission.
- H. Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.
- I. All refrigerated foods must be stored and transported between 32–40 degrees and must be delivered in a refrigerated vehicle and received at or below 40 degrees.

5.21. NUTRITIONAL INFORMATION

All Frozen and Refrigerated Food Products are required to meet the Nutrition Guidelines based on current Federal and State guidelines and are subject to change during the term of the Agreement. Nutritional information with graphic illustration and/or character shall be displayed on all packaged food items. The successful bidder shall be required to provide a complete nutrient analysis of some products, as requested by the District. The nutrient information may be obtained from an independent laboratory. In addition, the following information will be furnished upon request from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), sugars (gm), added sugars (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg). All such requests shall be provided to the District within ten (10) business days from the date of request.

5.22. FUNDING

The District participates in meal programs that require the use of nonprofit funds, to the maximum extent practicable, to buy domestic commodities or products for program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U.S. as provided in 7CFR(d) and 220.16(d). The District **must be notified** and accept through contract amendment any non-domestic food product prior to shipment.

5.23. BUY AMERICAN PROVISION

Federal and State regulations require that to the maximum extent possible, only domestic commodities and products be purchased consistent with the "Buy American" provisions of Public Law. A domestic commodity is an agricultural food component that is produced 100 percent domestically. A domestic product is a food product that is processed 100 percent domestically and is comprised of over 51 percent domestic food components by weight or volume. Ingredients used to flavor, enhance, or prepare products (e.g., condiments, salad dressing) must also comply with the Buy American Provision requirement only if the first ingredient (or second after water) is one of the five components that contribute to a reimbursable meal.

Pursuant to Federal Policy, specifically, *USDA Policy Memorandum SP 38-2017: Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program*, only two exceptions to the Buy American Provision currently exist and are only permissible for one of the two exceptions below:

- 1) The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality.
- 2) Competitive bids reveal the costs of a United States product are 25% higher than the nondomestic product.

Pursuant to State Law, specifically Senate Bill 490 (Statutes of 2022), the district may only purchase agricultural food products grown, packed, or processed domestically unless any of the following applies:

- 1) The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non-domestically.
- 2) 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.
- 3) Competitive bids reveal the costs of a United States product are 25% higher than the nondomestic product.

Exceptions will be used as a last resort. The successful bidder must notify the district of the applicable exceptions to the Buy American Provision requirement prior to delivering non-domestic products or commodities and must provide the following written documentation:

- 1) A description of the nondomestic item and an evaluation of if there are domestic sources for the product.
- 2) Alternative domestic commodities or products that the successful bidder considered and the reason they were not substituted for the nondomestic item.
- 3) 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 to determine cost and availability.
- 4) Documentation by the successful bidder outlining the price of both domestic and nondomestic commodities or products, and reasoning for lack of availability to justify the exception.

5.24. DELIVERIES

All Deliveries are subject to the following specifications. FAILURE TO DELIVER IN ACCORDANCE WITH THESE SPECIFICATIONS SHALL CONSTITUTE UNSATISFACTORY SERVICE. The District may discontinue service upon 36 (Thirty-six) -hours' notice for reason of unsatisfactory service;

- A. All Deliveries are to made in accordance with the Delivery Schedule. Any modifications to the delivery schedule including deletions and additions must be mutually agreed to in writing by both the District and Contractor.
- B. Timely delivery of all orders is expected. A "late delivery" is defined as a delivery outside of the agreed upon delivery window with each site, whether it is early, or before the delivery window or late, or after the delivery window.
- C. If the Contractor is unable to meet confirmed delivery schedule(s), as agreed upon, then after a one (1) hour grace period, the District reserves the right to assess a penalty

payment to the Contractor for each instance in the amount of \$50 per late delivery, and deduct from the Contractor's invoice the penalty payment. Frequent occurrences may result in cancellation of the Agreement.

- D. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused.
- E. The Contractor must guarantee a 99.5% fill rate for all District orders. For any District order, if the awarded Contractor is unable to perform under the terms of the Agreement, or if it fails to deliver any items ordered within the prescribed timelines, the District reserves the right to cancel any order(s) or purchase the item(s) on the open market, and to request and receive payment from the Contractor for the difference between the contract price and the price the District pays on the open market.
- F. The awarded Contractor must have a contingency plan in place for immediate recovery should a truck break down or other delay(s) occur during any delivery days. If a delay occurs, the Contractor will be responsible for contacting the Campus Catering Department.
- G. Federal and State meal reimbursement lost to the District due to late and/or missed deliveries will be deducted from the payment made to the successful bidder.
- H. All products shall be fresh and in clean containers at the time of delivery. At the time of each delivery, products shall be grouped by perishable date with older products rotated to the top.
- I. A duplicate of the signed invoice or delivery slip shall be left at each location at the time of the delivery. An itemized monthly statement showing each delivery location must be sent to the District's Campus Catering department.
- J. Each school is to receive their delivery every week on its scheduled day/s between the hours of **6:00 A.M. and 11:00 A.M.**. Monday Holidays and vacations are to be accommodated with a Tuesday delivery. Non-Monday holidays are to be accommodated with an alternate delivery date, 1 business day prior or 1 business after to the standard delivery.

5.25. DISCONTINUED ITEMS AND PRODUCT SUBSTITUTIONS

District shall be notified at least five (5) days in advance of the shortage and intended substituted items, and the District shall be given options of a product that is of the same or higher quality at the same unit cost or less. Contract items that are discontinued by their manufacturer during the term of the contract may be substituted with a same or similar item only if it is equal or exceeds the specifications of the original item. The District will not allow substitutions without prior approval. The substitute item shall then be evaluated by the Campus Catering Department Director or designee to determine if the substitute item is an equivalent of the specified item. Additionally, the price of any authorized substitute product

must be equal to or less than the contracted price of the item being replaced. Authorization of a substitute product shall be the sole discretion and with authorization/approval of the Campus Catering Department Director or designee. If the successful Vendor fails to furnish or deliver the original solicited goods, material, supplies, equipment, or services at the prices quoted, the District may purchase the items herein specified elsewhere, without notice to the successful Vendor. Continued shortages and substitutions will be grounds for termination of this agreement.

5.26. FORCE MAJEURE

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Successful Bidder, the Successful Bidder shall notify the District. Upon written notification, the Successful Bidder(s) shall not exceed the most recent Consumer Price Index (CPI) for the Fresno Country area or 5% whichever is greater. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather. When the District encounters a instance of force majeure the previously stated 5.11 Default section shall apply.

5.27. U.S. Department of Agriculture Non-Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and Teletypewriter [TTY]) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf> (PDF), from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights

(ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. fax:
833-256-1665 or 202-690-7442; or
3. email: Program.Intake@usda.gov

This institution is an equal opportunity provider.

6. Pricing Proposal

PRICING PROPOSAL

No Bid	Line Item	Description	Case Qty	Item Size	Brand or Like Product	Est. Annual Usage	MFG#	Vendor Cost Per Unit	Vendor Cost Per Case	Comments (including Buy American Y/N)
	1	APTZR CHEESE BREADSTICK WHLGRN	700	2 OZ	BCNSTCF	1,250	73338			
	2	BACON PCS CKD 1/2	2	5 LB	HORMEL	100	28199			
	3	BACON PRECOOKED REGULAR SLICE	2	150 CT	SYS CLS	25	811			
	4	BAR BRKFST BAN CHOC BENEFIT	48	2.5 OZ	READIBK	100	40402			
	5	BAR BRKFST OAT CHOC CHIP BNFT	48	2.5 OZ	READIBK	1,850	40401			
	6	BISCUIT BKD WHL GRN EZ SPLIT	120	2 OZ	PILLSBY	350	132271000			
	7	BREAD HAMBURGER BUNS GLUTEN FREE	24	4 IN	UDI'S	100	56421			
	8	BREAD SANDWICH GLUTEN FREE	6	24 OZ	UDI'S	50	9899780902			
	9	BREAKFAST BAR HAM/EGG/CHS	80	20Z	HORMEL	1,150	41902			
	10	BREAKFAST BAR HNY WHEAT	72	2.8 OZ	SIMBLUE	350	HWB5172			
	11	BROCCOLI CUT IQF GR A	1	30 LB	SYS IMP	500	3891058			
	12	BURRITO BEAN AND RICE GLUTEN FREE	12	5.5 OZ	AMY'S	50	352-622606			

No Bid	Line Item	Description	Case Qty	Item Size	Brand or Like Product	Est. Annual Usage	MFG#	Vendor Cost Per Unit	Vendor Cost Per Case	Comments (including Buy American Y/N)
	13	CHEESE PARM SHRD USA	2	5 LB	AREZIMP	5	50			
	14	CHICKEN TIKKA MASALA	6 & 3	5#/4.425	AAHAR FDS	100	8120010			
	15	CHICKPEA TIKKA MASALA	6 & 3	5#/4.425	AAHAR FDS	100	8120050			
	16	CHILI 3 BEAN	6	5 LB	JTM	300	5383			
	17	CORN WHL KERNEL	1	30 LB	SYS REL	650	3533494			
	18	CROISSANT MARG RND SLI WG	150	2.2 OZ	BAKCRFT	50	869			
	19	DUMPLING VEGETABLE	400	.8 OZ	CHEF ONE	500	66970			
	20	EGG LIQUID WHL CITACID CGFREE	15	2 LB	WHLFIMP	100	34730-64366-00			
	21	ENCHILADA CHEESE THREE	120	2.05OZ	HOTOFFG	25	809040			
	22	FRUIT A ROO APPLE	96	3.1OZ	Wawona	50	069820-00			
	23	FRUIT A ROO PEACH	96	3.1OZ	Wawona	50	069820-00			
	24	FRUIT BAR, SAVAGELY SOUR BLUE RASPBERRY	96	2.5 FL OZ	RICH'S	450	4844			
	25	ICE CREAM, BIRTHDAY CAKE CONE	96	3 FL OZ	RICH'S	350	4780			
	26	ICE CREAM, CRUMBLD COOKIE BAR	96	3 FL OZ	RICH'S	90	4841			
	27	ICE CREAM, FUDGE BAR	48	3 FL OZ	BLUE RIBBON CLASSIC	125	1169528			

No Bid	Line Item	Description	Case Qty	Item Size	Brand or Like Product	Est. Annual Usage	MFG#	Vendor Cost Per Unit	Vendor Cost Per Case	Comments (including Buy American Y/N)
	28	ICE CREAM, ORANGE DREAM BAR	48	3 FL OZ	BLUE RIBBON CLASSIC	100	1169542			
	29	ICE CREAM, SANDWICH	96	3 FL OZ	RICH'S	175	4840			
	30	ICE CREAM, STRAWBERRY SHORTCAKE	96	3 FL OZ	RICH'S	650	4843			
	31	JUICE CUP SLUSHIE BL RSP LMN	84	4.4 OZ	SIDEKCK	2,600	2009			
	32	JUICE CUP SOUR CHERRY-LMN	84	4.4 OZ	SIDEKCK	500	2016			
	33	JUICE CUP SOUR KIWI- STRAWBERRY	84	4.4oz	SIDEKCK	500				
	34	JUICE LIME PSTRZD ULTRA PREM	6	1 QT		30	6593			
	35	MARGARINE SOLID ZTF	30	1 LB	WHLFCLS	100	5017904			
	36	MUFFIN CHOC CHIP DOUBLE IW	60	3.15 OZ	DAVE'S	550	WG845			
	37	NUGGETGS KICKIN PLANT BASED	2	5 LB	REBELLYUS	900	143995			
	38	PANCAKE HT & SRV CINN	80	3 OZ	THE MAX	50	9464304442			
	39	PANCAKE WRAPS, MINI TURKEY WG	2	5LB	FOSTER FARMS	100	96169			
	40	PATTY KICKIN PLANT BASED	2	5lb	REBELLYUS	500	KPFC21			
	41	PEAS & CARROTS	1	30LB	SYS CLS	50	3959277			

No Bid	Line Item	Description	Case Qty	Item Size	Brand or Like Product	Est. Annual Usage	MFG#	Vendor Cost Per Unit	Vendor Cost Per Case	Comments (including Buy American Y/N)
	42	PEPPERONI SLICED	2	12.5LB	ARREZZIO	50	2368769			
	43	POTATO H/BRN TRIANGLE 2 OZ	6	5 LB	SYS IMP	1,300	10734730627745			
	44	POTATO TATER BARREL	6	5 LB	SYS IMP	550	107347306276684			
	45	PRETZEL SOFT WHOLE GRAIN 51%	100	2.2OZ	J&J SNK	250	30110			
	46	ROLL CINN MINI CINNI	72	2.29OZ	PILLSBY	1,000	133686000			
	47	SANDWICH SUNBUTTER STRAWBERRY	48	5.2 OZ	MUFFIN TWN	800	15258			
	48	SAUSAGE PORK PTY CKD MILD 1 OZ	160	1 OZ	SYS CLS	600	10000019696			
	49	SCONE DOUGH APPLE CINNAMON	96	3 OZ	FAT CAT	250	WGAPL96-2GB			
	50	SCONE DOUGH BLUEBERRY	96	3 OZ	FAT CAT	400	WGBL96-2GB			
	51	SCONE DOUGH CHOCOLATE CHIP	96	3 OZ	FAT CAT	400	WGCC96-2GB			
	52	SPICY BLACK BEAN BURGER - CN LABEL	48	2.9oz	Morningstar	650	2898949938			
	53	TAMALE CHICKEN	72	5.1 OZ	PADRINO	1,000	02-307			
	54	TAQUITO CHICKEN	100	2.2 OZ	MICHL B	100	CTB43			
	55	TOAST FRENCH MINI CINN RUSH	72	2.64OZ	PILLSBY	500	137309000			

No Bid	Line Item	Description	Case Qty	Item Size	Brand or Like Product	Est. Annual Usage	MFG#	Vendor Cost Per Unit	Vendor Cost Per Case	Comments (including Buy American Y/N)
	56	TOAST FRENCH STK WG IW	88	3 OZ	BAKCRFT	500	449			
	57	TOAST FRENCH STK WHL WHEAT	2	5 LB	BAKCRFT	2,500	442			
	58	WAFFLE MAPLE MADNESS MINI	72	2.47OZ	PILLSBY	900	132265000			
	59	WAFFLE ORIGINAL GLUTEN FREE	12	9 OZ	VANS NATRL	75	140913			
	60	YOGURT RASPBERRY RNBOW TRIK	48	4 OZ	YOPLAIT	1,200	17725000			
	61	YOGURT STRAW/BAN BLAST TRIK	48	4 OZ	YOPLAIT	1,500	17726000			
	62	YOGURT STWBRY DANIMAL CRSH	48	4 OZ	DANNON	350	2731			
	63	YOGURT VANILLA PARFAIT POUCH	6	4 LB	YOPLAIT	2,250	16632000			
	64	BAGEL BLUEBERRY W/G	72		DOS PISANOS	100	DPP111			
	65	BAGEL CHEESE JAL W/G PARBKD	72		DOS PISANOS	100	DPP112			
	66	BAGEL CHOC W/G PARBKD	72		DOS PISANOS	200	DPP113			
	67	BAGEL CINNAMON RAISIN WG	72		DOS PISANOS	100	DPP114			
	68	BAGEL EVERYTHING W/G PARBKD	72		DOS PISANOS	100	DPP115			
	69	BAGEL PLAIN WG PAR BAKED	72		DOS PISANOS	100	DPP101			

Request For Proposal #3017

Title: Campus Catering - Frozen & Refrigerated Food

No Bid	Line Item	Description	Case Qty	Item Size	Brand or Like Product	Est. Annual Usage	MFG#	Vendor Cost Per Unit	Vendor Cost Per Case	Comments (including Buy American Y/N)
	70	CHEESE CREAM ORIG SPREAD CUP	100	1OZ	PHILADELPHIA	300	10021000611192			
	71	CHEESE CREAM STRAW SPREAD CUP	100	1OZ	WHOLESOME	100	STK13518			
	72	ICE CREAM SANDWICH, VANILLA	24	6OZ	BLUE BUNNY	200	70640450022			
	73	TENDER, PLANT BASED KICKIN	2	80OZ	KICKIN	250	KTFC21			
	74	PUDDING CUP, CHOCOLATE	48	3.5OZ	REAL FRESH	50	30889			
	75	PUDDING CUP, VANILLA	48	3.5OZ	REAL FRESH	50	30891			
	76	SANDWICH SUNBUTTER GRAPE	48	5.2OZ	MUFFIN TWN	200	515			
	77	BROWNIE CHOC WG LOW FAT IW	96	2OZ	BUENA VISTA	1,500	82220			
	78	COOKIE CHOC CHIP WG LOW FAT IW	120	1.5OZ	BUENA VISTA	1,500	79015			
	79	HOLIDAY COOKIE, WG, TURKEY SHAPED	140	1.2OZ	BUENA VISTA	150	73720			
	80	HOLIDAY COOKIE, WG, HEART SHAPED	140	1.2OZ	BUENA VISTA	150	73820			
	81	HOLIDAY COOKIE, WG, SHAMROCK SHAPED	140	1.2OZ	BUENA VISTA	150	72920			
	82	BEEF SHREDDED	4	5LB	DEL REAL	50	222			
	83	CHICKEN SHREDDED	4	5LB	DEL REAL	50	240			

Request For Proposal #3017

Title: Campus Catering - Frozen & Refrigerated Food

No Bid	Line Item	Description	Case Qty	Item Size	Brand or Like Product	Est. Annual Usage	MFG#	Vendor Cost Per Unit	Vendor Cost Per Case	Comments (including Buy American Y/N)
	84	HOLIDAY NUGGETS, WG, BAT SHAPED	2	5LB	FUN FOODS	250	66307			
	85	HOLIDAY NUGGETS, WG, HEART SHAPED	2	5LB	FUN FOODS	250	63356			
	86	HOLIDAY NUGGETS, WG, SHAMROCK SHAPED	2	5LB	FUN FOODS	250	63352			
	87	YOGURT, GREEK STRAWBERRY RASPBERRY	12	5.3OZ	YOPLAIT	500	45915			
	88	WAFFLES, BLUEBERRY BASH	72	5.3OZ	PLISBURY	50	132264			
	89	FRENCH TOAST, MINI, CINNAMON TOAST CRUNCH	72	2.64OZ	PILSBURY	50	137309			
	90	FRENCH TOAST, MINI, TRI-X	72	2.64OZ	PULSBURY	50	137308			
	91	WAFFLES, WG FROOT LOOPS EGGO	72	2.6OZ	KELLOGGS	100	38000-29443			
	92	WAFFLES, EGGOJI WG	144	1.23OZ	KELLOGGS	100	3800-24698			
	93	ROTINI, GLUTEN FREE	24	4OZ	MARZETTI FROZEN PASTA	50	41308 31400			
	94	BAGEL, PLAIN GF IW	24	3.5OZ	UDI'S	50	80660/565431			
	95	MUFFIN, BLUEBERRY GF IW	36	3OZ	UDI'S	25	80645/565423			

No Bid	Line Item	Description	Case Qty	Item Size	Brand or Like Product	Est. Annual Usage	MFG#	Vendor Cost Per Unit	Vendor Cost Per Case	Comments (including Buy American Y/N)
	96	MUFFIN, DOUBLE CHOCOLATE GF IW	36	3OZ	UDI'S	50	80646/465423			
	97	MUFFIN, BLUEBERRY, WG IW	60	3.15OZ	DAVE'S	50	WG829			
	98	BATTER MUFFIN BLUEBERRY WG	2	9LB	FAT CAT BAKERY	40	WGBLUMFN-9#			
	99	BATTER MUFFIN COWGIRL WG	2	9LB	FAT CAT BAKERY	40	WGCOWMFN-9#			
	100	BATTER MUFFIN DOUBLE COCOA WG	2	9LB	FAT CAT BAKERY	40	WGDCMFN-9#			
	101	BATTER MUFFIN PUMPKIN WG	2	9LB	FAT CAT BAKERY	40	WGPMPMFN-9#			
	102	CIABATTA BUN, WG	144	3oz	DOS PISANOS	50	DPP108			
	103	PAR BAKED SOURDOUGH BAGUETTE	100	4OZ	DOS PISANOS	175	DPP103			
	104	FRUIT BAR, SAVAGELY SOUR CHERRY	96	2.5 FL OZ	RICH'S	250	4849			
	105	CRISP UPS, CHICKEN GREEN CHILI	70	3.4OZ	DON LEE FARMS	100	GSCCR340			
	106	CRISP UPS, CINNAMON TOAST & MAPLE CHICKEN	110	2.3OZ	DON LEE FARMS	100	CTS230R			
	107	CRISP UPS, BREAKFASTTACO	94	2.57OZ	DON LEE FARMS	100	SCUBKFTW			
	108	BLUEBERRY, CULTIVATED IQF	94	30lb	WAWONA	700	041620-00			

No Bid	Line Item	Description	Case Qty	Item Size	Brand or Like Product	Est. Annual Usage	MFG#	Vendor Cost Per Unit	Vendor Cost Per Case	Comments (including Buy American Y/N)
	109	STRAWBERRY, CUBES IQF	94	5lb	WAWONA	800	34070-10			
	110	NAAN, WG	94	1oz	AAHAR FOODS	50	8120160			
	111	SLUSH, COASTAL CRUSH, STRAWBERRY KIWI	94	4oz	COOL TROPICS	175	21002			
	112	SLUSH, RAZZ-A-DAZZLE, RASPBERRY CITRUS	94	4oz	COOL TROPICS	175	16003			
	113	SLUSH, TROPICAL TRIO, MANGO, ORANGE, GUAVA	94	4oz	COOL TROPICS	175	16001			
	114	JUICE, TRIPLE BERRY BLAST	94	4oz	COOL TROPICS	50	19002			
	115	OTHER	Use Comments Section			1				
	116	OTHER	Use Comments Section			1				
	117	OTHER	Use Comments Section			1				
	118	OTHER	Use Comments Section			1				
	119	OTHER	Use Comments Section			1				
	120	OTHER	Use Comments Section			1				

No Bid	Line Item	Description	Case Qty	Item Size	Brand or Like Product	Est. Annual Usage	MFG#	Vendor Cost Per Unit	Vendor Cost Per Case	Comments (including Buy American Y/N)
	121	OTHER	Use Comments Section			1				
	122	OTHER	Use Comments Section			1				
	123	OTHER	Use Comments Section			1				
	124	OTHER	Use Comments Section			1				
	125	OTHER	Use Comments Section			1				
	126	OTHER	Use Comments Section			1				
	127	OTHER	Use Comments Section			1				
	128	OTHER	Use Comments Section			1				
	129	OTHER	Use Comments Section			1				
	130	OTHER	Use Comments Section			1				
	131	OTHER	Use Comments Section			1				
	132	OTHER	Use Comments Section			1				

Request For Proposal #3017

Title: Campus Catering - Frozen & Refrigerated Food

No Bid	Line Item	Description	Case Qty	Item Size	Brand or Like Product	Est. Annual Usage	MFG#	Vendor Cost Per Unit	Vendor Cost Per Case	Comments (including Buy American Y/N)
	133	OTHER	Use Comments Section			1				
	134	OTHER	Use Comments Section			1				
TOTAL										

7. Vendor Questionnaire

7.1. How many years of experience does your company have in providing these products and or services to child nutrition programs in the State of California? *

Maximum response length: 2000 characters

*Response required

7.2. Are you licensed to do business in the State of California? *

☐ Yes

☐ No

*Response required

7.3. Provide California License Number.*

Maximum response length: 200 characters

*Response required

7.4. Have you ever been debarred by any State and Federal? *

☐ Yes

☐ No

*Response required

7.5. Will you be able to meet the specified delivery timeframe as stated in the Delivery Schedule? *

☐ Yes

☐ No

*Response required

7.6. Attach your most recent Profit and Loss statement to demonstrate evidence of your ability to provide the required products and / or services.*

*Response required

7.7. What is the lead time you require for orders to accommodate a 95% fill rate?*

Maximum response length: 2000 characters

*Response required

7.8. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on?*

Maximum response length: 2000 characters

*Response required

7.9. [What is your procedure for notifying customers of shortages and / or substitutes?*](#)

*Response required

7.10. [Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.*](#)

Maximum response length: 5000 characters

*Response required

7.11. [During the prior school year, how many K-12 school districts did you service in California?*](#)

*Response required

7.12. [Provide a complete list of School District's that have discontinued or terminated your company's services in the last five years and the reason\(s\) why.*](#)

*Response required

7.13. [Various Documents required and MUST be signed, dated and submitted with RFP.*](#)

Please download the below documents, complete, and upload.

- [Dry.Canned.Processed.Frozen...](#)

*Response required

7.14. [Proposal Acknowledgement Form MUST be completed and included with RFP submittal.*](#)

Please download the below documents, complete, and upload.

- [PROPOSAL ACKNOWLEDGEMENT FO...](#)

*Response required

7.15. [I confirm information is accurate on the Proposal Acknowledgement Form.*](#)

Verify all information included on the form is current and accurate.

☐ Please confirm

*Response required

7.16. [I have read the entire solicitation including terms and conditions and agree to all.*](#)

☐ Please confirm

*Response required

7.17. I understand only electronic bid submittals via CUSD's eProcurement Portal will be accepted.*

☐ Please confirm

*Response required