

INSTRUCTIONS AND INFORMATION FOR VENDORS

PREPARATION AND SUBMISSION OF PROPOSAL FORM: Milpitas Unified School District invites proposals on the forms enclosed to be submitted no later than, **10:00 a.m. on Friday, May 18, 2018**. All blanks on the proposal form must be appropriately completed. Each proposal must be submitted in a separate sealed envelope bearing on the outside **“Proposal BID NO. 18.4 FOOD AND NUTRITION PRODUCTS”**. It is the sole responsibility of the Vendor to ensure that the proposal is received by **10:00 a.m. on Friday, May 18, 2018**. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Vendor unopened.

1. PROPOSAL OPENING:

All proposals shall be publicly opened at **10:00 a.m. on Friday, May 18, 2018** at the:
MILPITAS UNIFIED SCHOOL DISTRICT
Student Nutrition Department
1585 Roger Street
Milpitas, CA 95035

- 2. SIGNATURES:** Proposals must be signed with the firm name and by an authorized officer, agent or employee. Obligations assumed by such signature must be fulfilled.
- 3. MODIFICATIONS AND CORRECTIONS:** Changes in or additions to the Pricing Sheet, alternate proposals, or any other modifications of the proposal form which is not specifically called for in the proposal documents may result in rejection of the proposal as not being responsive to the Request for Proposal. No oral or telephone proposals or modifications shall be considered. Proposals submitted must not contain any erasures, inter-lineation, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the proposal. Proposals should be verified before submission and cannot be withdrawn after their opening.
- 4. ERASURES, INCONSISTENT OR ILLEGIBLE PROPOSALS:** The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the proposal. In the event of inconsistency between words and figures in the proposal price term, words shall control figures. In the event that the District determines that any proposal is unintelligible, inconsistent or ambiguous, the District may reject such proposal as not being responsive to the RFP.
- 5. QUESTIONS FROM VENDORS:** Vendors are asked to defer all questions regarding this proposal until the pre-proposal conference on **Tuesday, April 24, 2018 at 10:00 a.m.** located at Milpitas Unified School District, **Board Room, 1331 E. Calaveras Blvd, Milpitas, CA**. Where questions are known in advance, Vendors are encouraged to submit these in writing at least two (2) days prior to the conference. Written questions are to be submitted to Kelly Ng, Purchasing/Contracts Specialist at kng@musd.org. After the pre-proposal meeting, questions or comments regarding this RFP must be put in writing, via email, to kng@musd.org **no later than 4:00 P.M. on Thursday, May 3, 2018**. Milpitas Unified School District shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.
- 6. ADDENDA/CLARIFICATIONS:** Answers to questions that cannot be answered by Milpitas Unified School District staff at the pre-proposal conference will also be communicated in writing as part of an addendum. In addition, responses to written questions received by the specified deadline after the pre-proposal conference may be incorporated in an RFP addendum. If it becomes necessary for Milpitas Unified School District to revise any part of this RFP, or to provide clarification or additional information after the RFP documents are released, each recipient of record of the original RFP will be notified with

instructions to download a written addendum. Recipients of record are those parties, which obtained a copy of the bid directly from Milpitas Unified School District. Addenda will be posted on the District web-site (www.musd.org). It shall be the responsibility of the Vendor's to inquire of Milpitas Unified School District as to any addenda issued. All addenda issued shall become part of the RFP.

7. **WITHDRAWAL OF PROPOSAL:** Any Vendor may withdraw his proposal personally or by written request at any time prior to the scheduled closing time for the receipt of proposals.
8. **INTERPRETATION OF PROPOSAL DOCUMENTS:** If any Vendor finds discrepancies in, or omissions from the RFP documents, they may submit to Ms. Kelly Ng, Purchasing/Contracts Specialist a written e-mail at kng@musd.org to request for clarification and the response thereto will be e-mailed to all vendors. Corrections will be made by addenda issued to each company that has been sent or picked up a proposal packet. The District will not be responsible for oral interpretations. All addenda issued shall be incorporated into the proposal.
9. **SIGNATURE:** The proposal must be signed in the name of the proposer and must bear the signature in longhand of the person or persons duly authorized to sign the proposal on behalf of the proposer. All documents identified in the Required Bid Forms Section must be signed in permanent ink. Unsigned responses may be considered non-responsive, thus resulting in rejection of the proposal.
10. **AGREEMENT PERIOD:** It is anticipated that the Agreement to be awarded under this proposal shall be effective July 1, 2018, through June 30, 2019.
11. **PRICES:** Minimum contract term is twelve (12) months. Quoted prices must stay in effect for twelve (12) months after an award of contract and may be extended upon mutual consent of the district and vendor for up to two additional twelve (12) month periods or until the end of the school fiscal year, whichever is the shorter duration, in accordance with provisions contained in the Education Code, Sections 17596. Any price increase must be in accordance with the San Francisco Area consumer Pricing Index with a maximum of 5% per contract term. In the event of a general price decrease the District reserves the right to revoke the contract award unless the decrease is passed onto the District.
12. **COMMENCEMENT OF DELIVERIES:** After receiving written notification of award, the successful Vendor(s) shall be required to commence with the delivery of all items, which have been awarded within fourteen (14) days after receipt of a participating district purchase order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this proposal.
13. **EVIDENCE OF RESPONSIBILITY:** The District requires the name of three (3) references for whom similar supplies or equipment were provided during the previous year.
14. **EVIDENCE OF FINANCIAL RESPONSIBILITY:** Prospective Vendors shall submit, with their proposals, financial evidence showing the Distributor's ability and qualifications to perform the proposed contract. **If requested in writing, the District will not publicly disclose this information upon the opening of proposals unless required by law to do so.** The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of responsibility to perform the proposed contract may result in rejection of the proposal.
15. **PROPOSAL DOCUMENT:** The Vendor should fully acquaint themselves with the conditions and terms affecting the performance of the Agreement if awarded. The Vendor's submission of a proposal shall be taken as prima facie evidence of compliance. Proposals should be verified before submission, as they cannot be withdrawn after their opening.

- 16. TAXES:** Taxes, whether Local, State, or Federal, shall not be included in the proposal price term.
- 17. DELIVERY:** All prices shall be quoted FOB destination. Destination shall be to the destination as specified by the school district placing the order. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight, fuel or the packing of the said articles is to be borne by the Vendor. Vendor will be responsible for all assessorial charges associated with the shipping of goods ordered due to failure to follow above listed shipping instructions.
- 18. INSPECTION OF FACILITIES – EVALUATION:** The District reserves the right to inspect the facilities of the Vendor prior to award of the contract. If the District determines that after such inspection that the Vendor is not capable of performance within the District's standards, their proposal will not be considered. The findings and decisions of the District shall be final.
- 19. FOOD DEFENSE:** Vendor's distribution facility must be registered with the Food and Drug Administration and meet the requirements of the Food Safety Modernization Act (FSMA). For further information visit the FDA's official site at <http://www.fda.gov/Food/GuidanceRegulation/FSMA/default.htm>. Failure to register prior to the close of the proposal may result in the Vendor's disqualification for contract award.
- 20. SAFETY AND SANITATION:** Food Services staff will only receive product that meets all food safety and sanitation requirements, therefore Food Services staff may at any time:
- Inspect delivery trucks for any signs of contamination.
 - Check all expiration and best if used by dates.
 - Use thermometers to check temperatures.
 - Accept product only at acceptable temperatures.
 - Reject unacceptable items.
- 21. PRODUCT RECALLS:** If a product recall is instituted on an item that has been furnished and delivered to the District, Vendor must immediately notify the District's Student Nutrition Services Department with all pertinent information regarding the recall.
- 22. CREDIT MEMOS:** The Vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the District's Nutrition Accounting Department.
- 23. TERMINATION OF AGREEMENT WITHOUT CAUSE:** Districts may terminate this Agreement at any time by giving the Vendor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Vendor shall be entitled to no further compensation or payment of any type from the District(s).
- 24. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District(s) may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective items not remedied, and the District(s) may apply such withheld amount or amounts to the payment of such claims, in its discretion.

25. MULTI-YEAR EXTENSIONS: Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal school years.

The extension may be granted on a year by year basis provided that the following conditions are being met:

- A. The District has deemed the products and services of the vendor satisfactory.
- B. The Vendor shall submit a list of the price increases for the next fiscal year (July 1 to June 30) by the last business day in April. Price increase must not exceed the San Francisco Area Consumer Price list for the current year with a maximum of 5% per contract term.

26. PROPOSAL FORM DIRECTIONS:

- A. Vendor is to use the Pricing Sheet template provided on the accompanying proposal documents.
- B. The Pricing Sheet must accompany the completed formal proposal.
- C. Vendor is to complete requested information on Pricing Sheet.
- D. Vendor is to submit all pricing spreadsheet pages, even those without responses.
- E. District reserves the right to purchase additional units, at various quantities, under the terms and conditions provided in this proposal.
- F. The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.
- G. The District reserves the right to reject proposals with multiple items per line item (multiple flavors are not considered multiple items). Vendors submitting proposals with more than one item per line item may be rejected on grounds of non-responsiveness or non-responsibility.

27. PROPOSAL PROTEST PROCEDURES:

- 1) **Protest Procedures:** Any proposer may file a Protest. Only those proposers who have actually submitted a proposal on the project shall have the right to file a Protest. The protest shall be received in writing by the District's Student Nutrition Director no later than 3:00 p.m. at the conclusion of the third (3rd) business day following the date of the proposal opening. Untimely Protests will not be reviewed by the District and will be returned to the proposer. An e-mail address shall be provided and by filing the protest, protesting proposer consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.
- 2) **Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must contain all facts, refer to the specific portion(s) of any document relied upon, and shall include copies of all documents referred to in the protest. Any grounds not set specifically forth in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the proposer whose proposal is being challenged pursuant to these procedures.
- 3) **Resolution of Controversy:** Once the Protest is received, the affected proposer will be notified of the protest and the evidence presented. If appropriate, the affected proposer will be given an opportunity to rebut the evidence and present evidence that the proposer should be allowed to perform the Work. District will issue a written decision within fifteen (15) business days of receipt of the Protest, unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an

administrative hearing to consider the Protest, but may do so at the option of the District, or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by District and will be copied to all parties involved in the Protest.

- 4) **Appeal:** If the protesting proposer or the affected proposer is not satisfied with the Decision, the matter may be appealed to the Chief Business Official, or their designee, within three (3) business days after receipt of the District's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Milpitas Unified School District
Asst. Supt of Business Services
1331 E. Calaveras Blvd.
Milpitas, CA 95035

- 1) **Appeal Review and Finality:** The Chief Business Official or their designee shall review the Decision on the Protest from the Child Nutrition Director and issue a written response to the Appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. The written decision of the Chief Business Official or the Hearing Officer shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.
- 2) **Reservation of Rights to Proceed with Contract Pending Appeal:** The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in paragraph 12 if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.
- 3) **Waiver:** The procedures and time limits set forth in this Protest procedure are mandatory and are the proposers' sole and exclusive remedy in the event of a Protest. The proposer's failure to comply with any of this Protest Procedure shall constitute a waiver of any right to pursue a Protest or in any way challenge the award, including but not limited to, any challenge pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
28. **PROVISION BUY AMERICAN:** Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Upon request, Vendors shall provide certification of the origin of food products.
29. **GENERAL INSTRUCTIONS:** Proposals are requested for furnishing the District's frozen, refrigerated, and dry commercial food products for the period of July 1, 2018 through June 30, 2019. The District reserves the right to determine purchase amount based on the district's operational need. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. The signatures of all persons shall be in longhand in ink. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. All proposals shall be submitted in sealed envelopes bearing on the outside the name of the vendor, the name and RFP number, submission due date and time. It is the sole responsibility of the vendor

to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral or telephonic modification of any proposal submitted will be considered.

- 30. LIMITATIONS:** The District shall not be obligated to accept the lowest priced proposal, but will be evaluating proposals with the intent of awarding to responsible distributor(s). The District reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the districts. The District may take into account the performance of the proposer with respect to any recent contract(s) with other school districts. The District, however, reserves the right to reject any one or all proposals, to waive any informality in the proposals, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the best proposal meeting all the criteria specified in the proposal and is in the best interest of the districts. This RFP is not an offer by the District to contract with any party responding to this RFP. The District makes no guarantee that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The District shall, in no event, be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the services contract, if at all, is at the sole discretion of the District.
- 31. RESTRICTIONS ON LOBBYING AND CONTACT:** From the period beginning with the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this RFP, the evaluation or selection process and/or the award of the contract with the District, Board of Trustees, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.
- 32. FUEL SURCHARGES:** Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.
- 33. ORDER CONDITIONS/DELIVERY MINIMUMS:** The District shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.
- 34. VEHICLE DELIVERY CONDITIONS:** All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection. Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures. Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 40°F or lower. Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings. Any product that fails to be delivered within these parameters will be rejected.
- 35. PRODUCT 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. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Distributor's plant is located or by the applicable federal standards, whichever is higher. Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all

products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of Santa Clara or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher. Distributor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. Products received shall not have a shelf life or expiration date less than one month from the date of delivery. Distributor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. In the event of product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin.

Evidence of such procedures should be submitted with proposal (HACCP Plan, Food Security and Safety Program and Pest Control Policy)

- 36. INFERIOR PRODUCT:** The Distributor agrees to permit inspection of the delivered items by a representative of the District with the right of rejection of inferior merchandise. The decision of the District shall be final.
- 37. PACKAGING:** 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.
- 38. NUTRITIONAL INFORMATION AND LABELING:** In order to accommodate the computerized menu system utilized by the District, the successful Distributor 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. The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (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).
- 39. ALL PROCESSED FOODS SHOULD NOT CONTAIN ANY ARTIFICIAL TRANS FAT:** All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans. Distributor shall notify the District whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the District's Student Nutrition Department.
- 40. DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS:** Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer's products and code numbers as requested by the District unless prior approval has been received to deliver alternate products. The District will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case. If the desired product is absolutely not available for any reason, the District shall be notified at least 10 days in advance. The District shall be given options of a product that is of the same or higher quality at the same cost. Authorization of a substitute product shall be at the sole discretion of the District. When substitutions do occur, Distributor shall adjust ordering quantity to meet original orders and provide nutritional statements and ingredient listings of the replacement product. The Distributor must provide the specified product or an acceptable substitute, as determined by the District. If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the District for the full value of all of the identified meals, as determined by the National School Lunch Program, School Breakfast Program or other USDA Nutrition Programs. Financial restitution shall be made within 60 days of written request by the District.

- 41. DELIVERIES:** The successful Distributor will make mutually acceptable delivery time options available for each site within the district. The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. Once a mutually agreed upon delivery schedule is established between the Distributor and the District, timely delivery of all orders is expected. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption to service. If, at any time, a delivery cannot be made the Vendor must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Vendor's expense. Frequent occurrences may result in cancellation of the Contract. The Distributor must guarantee a 90% fill rate for all District orders. For any District order, if the proposer is unable to perform under the terms of the Contract, 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 proposer for the difference between the contract price and the price the District pays on the open market.
- 42. ACCOUNTING:** Invoices will be furnished in triplicate and include delivery site, product name, quantity, unit size, and unit price. The original copy is to be kept by the Distributor. The original invoice must be signed by the individual receiving the product and two copies are to be left for the food service lead or designee. An invoice signed by the food service lead or designee is required in order for the invoice to be processed for payment. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner. Statements for all goods purchased within a calendar month shall be made available on an individual site basis. Statements should be sent by the 5th of the month following the month of purchase. The payment terms of this contract shall be "Net 45 days" unless otherwise indicated below. All invoices are due and payable within 45 days from the "invoice date" or date of delivery. The Distributor will list all discounts and payment options available on the Proposal Worksheet if terms other than "Net 45 days" are offered.
- 43. RIGHT TO AUDIT:** The Distributor shall submit to third party audits and/or inspections initiated by the district during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Distributors must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.
- 44. SAFETY AND SECURITY:** The Distributor shall comply with the District security regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (Cal Code). Distributor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the affecting district.
- 45. NON-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, marital status, physical disability, mental disability, or medical condition. The Vendor 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 and the American with Disabilities Act, 42 USC and 12101 et. Seq.

46. HOLD-HARMLESS CLAUSE: To the fullest extent permitted by law, the Distributor agrees to indemnify, defend and hold the District entirely harmless from all liability arising out of: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Distributor's employees or Distributor's subcontractor employees arising out of Distributors work under this proposal; and Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Distributor, or any person, firm or corporation employed by the Distributor, either directly or by independent contract, including all damages due to loss or theft, sustained by and person, firm or corporation including the District, arising out of, or in any way connected with the Distributors work under this proposal, including injury or damage either on or off the property of the district property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the district. The Distributor, at the Distributors own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District districts, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

47. ATTORNEYS' FEES: In the event of any dispute between the District and Contractor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.

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

DISTRICT:

Milpitas Unified School District

By: _____

Title: _____

Address:

1331 E. Calaveras Blvd.

Milpitas, CA 95035

Phone No: (408) 635-2600

Fax No: (408) 635-2617

PROVISIONER:

By: _____

Title: _____

Address:

Phone No:

Fax No:

Authorized Officers or Agents (Corporate Seal)

Item #	Item Description	Estimated Yearly Usage	Alternate Brand Name, Code No. & Pack Size	Case Pricing for 2018-2019	Meets USDA Buy American Provision? Y or N	Notes
Frozen						
1	Bagel Kahuna Dog Chicken WG Wrp, 80-4.5 oz Reference Brand: Elements	90		\$57.39	Yes	
2	Bagel White Wheat WG Sliced Wrp, 72-2 oz Reference Brand: Lender's	250		\$18.11	Yes	
3	Broccoli Florets Imported 00116, 20# Reference Brand: Inn Foods	50		\$17.88	Yes	Special Order
4	Brownie Fudge WG Wrp, 96-2 oz Reference Brand: Buena Vista	10		\$33.71	Yes	
5	Calzone Cheese Mini WW 05774, 144-1.67 oz Reference Brand: Georgio	150		MFG DISC		
6	Cinnamon Rolls Mini WG Wrp, 72-2.29 oz Reference Brand: Pillsbury	330		\$32.76	Yes	
7	Coffee Cake WG Wrp, 72-4 oz Reference Brand: Buena Vista	280		\$38.34	Yes	
8	Cookie, Assorted Flavors, WG, IW List assorted Flavors Reference Brand: Linda's	40	Linda's 120-1.5oz Linda's 120-1.5oz	\$29.46 \$33.07	Yes Yes	Sugar, Snickerdoodle Chocolate Chip Double Fudge
9	Cookie, Chocolate Chip, WG, IW 130-1.7 oz Reference Brand: FatCat	90		\$41.41	Yes	
10	Corn Dog Chicken WG CN Wrp, 96-4 oz Reference Brand: Foster Farms	250		\$42.82	Yes	
11	Edamame, Shelled, 1/24# Reference Brand: Fresh Produce	30	Simplot 6-2.5# #522768	\$26.51	No	Special Order
12	Fried Rice Vegetable WG, 6-5.16# Reference Brand: Minh	150		\$49.80	Yes	
13	Fries Wedge Savory 10 Cut, 6-5# Reference Brand: Simplot	1000		\$21.80	Yes	
14	Hot Dog Beef 6" 8-1 Natural 05798, 10# Reference Brand: Miller's	1850		\$3.46#	Yes	Market Special Order
15	Juice, Apple Juice, 70-4oz Reference Brand: Sun Cup	1000		\$8.65	Yes	
16	Mixed Fruit Tropical Cal Blend, 2/5# Reference Brand: Wawona Brand	170		No Bid		
17	Muffin, Corn, WG, IW, 72-2 oz Reference Brand: Muffin Town	350	Buena Vista 120-1.8oz #64173	\$28.25	Yes	
18	Muffin, Double Chocolate Chip WG, 60-3.15 oz Reference Brand: Dave's Bakery	140		\$25.07	Yes	
19	Noodle Chow Mein with Sauce WG, 4-2.5# & 4-1# Reference Brand: Yang's	600		\$20.91	Yes	
20	Pancake Maple Mini WG Wrp, 72-3.17 oz Reference Brand: Pillsbury	75	General Mills 72ct Kelloggs 72ct	\$28.78 \$28.07	Yes Yes	
21	Pocket Taco Turkey WG Wrp, 60-4.5 oz Reference Brand: Tasty Nada	850		\$37.40	Yes	
22	Potato Mashed Smile, 6-4# Reference Brand: McCain	100		\$26.62	Yes	
23	Rosati Ice, Assorted Flavors, 90-4.4 oz List assorted flavors Reference Brand: Rosati	150		\$29.33	Yes	See List for Flavors
24	Sandwich Sunbutter & Grape Jelly WG, 96-2.8 oz Reference Brand: SunWise	80		\$66.12	Yes	
25	Sauce Alfredo 00116, 4-64 oz Reference Brand: Stouffer's	50		\$43.60	Yes	Special Order
26	Soup Broccoli & Cheese Frozen 00116, 4-4# Reference Brand: Campbell's	70		\$31.07	Yes	Market Special Order
27	Stir Fry Vegetables, 12/2#	40	Inn Foods 12-2#	\$25.74	Yes	
28	Tater Tots (Gem), 6-5# Reference Brand: Simplot	200	McCain 6-5# OIF00215A	\$21.44	Yes	
29	Turkey Ham, Sliced, 1/2 oz, 12/1# Reference Brand: Valchris Farms	150		\$2.08#	Yes	
30	Waffle Gourmet Round WG, 144-1.3 oz Reference Brand: Bake Crafters	200		\$18.93	Yes	

Item #	Item Description	Estimated Yearly Usage	Alternate Brand Name, Code No. & Pack Size	Case Pricing for 2018-2019	Meets USDA Buy American Provision? Y or N	Notes
31	Whole Fruit Ice, Assorted Flavors, 90-4.4 oz List all flavors Reference Brand: Whole Fruit	50		\$30.06	Yes	Correct PK-S2 96-4.4oz See List
Dry Goods						
32	Bean, Kidney Dark Red, 6/10# Reference Brand: Teasdale	10		\$21.58	Yes	
33	Bean, Pinto, 6/10# Reference Brand: Teasdale	140		\$17.32	Yes	
34	Butter Spray Aerosol, 6-14 oz Buttery Delight	10	Buttery Delight 6-17oz #17120	\$20.93	Yes	Special Order
35	Chili Powder Medium, 5# Reference Brand: Tampico	4		\$19.55	Yes	
36	Crouton Packet Cheese & Garlic WG, 250-.5 oz Reference Brand: Fresh Gourmet	80		\$25.30	Yes	Market
37	Farm & Orchard Veg Juice 40/6.75 oz. Reference Brand: Sun Cup	106		\$9.99	Yes	Special Order
38	Fruit Pineapple Tidbit In Juice Imported, 6-#10 108 oz Reference Brand: Restaurant's Pride	81		\$19.78	No	

39	Juice, OJ / Tang 100% 4.23 oz Carton Reference Brand: Sun Cup	2000	Apple & Eve 40-4.23oz #86003	\$6.11	Yes	
40	Mexican Rice Seasoning Mix No MSG 00116, 6-11 oz Reference Brand: Foothill Farms	15		\$16.37	Yes	Special Order
41	Noodles Chow Mein Dry, 6-#10 24 oz Reference Brand: La Choy	25		\$26.20	Yes	
42	Pepper Jalapeno, Sliced Imported, 6-#10 Reference Brand: Packer Label	25		\$21.01	No	
43	Raisin Seedless, 144-1.5 oz Reference Brand: Packer Label	35		\$35.78	Yes	Market
44	Rice Brown, Par Boiled, 25#	5	Riceland 25# #26225	\$10.67	No	
45	Salsa Mexican, mild, Domestic, 6-#10 Reference Brand: Packer Label	20		\$20.11	Yes	
46	Sauce, Spaghetti Domestic, 6-#10 106 oz	80		\$13.76	Yes	
Refrigerated Goods						
47	Cheese Cream Cup, 100-1 oz Reference Brand: Smithfield	250		\$15.42	Yes	
48	Cheese Parmesan Shredded Fancy Fresh, 4-5# Reference Brand: Lakeview	12		\$3.16#	Yes	Market
49	Pickle Chip 1/8" Krinkle Kut Cartwheel, 5 gal Reference Brand: Kruger	20		\$16.95	Yes	
50	Yogurt, Assorted Flavors, Low Fat, 48-4 oz List assorted flavors Reference Brand: Danimals	100		\$10.12	Yes	
51	Yogurt, Vanilla, Bulk, Low Fat, 6/4# Reference Brand: Yoplait	250	Yoplait 6-4# Dannon 4-6#	\$27.94 \$23.32	Yes Yes	Stock Special Order
Snacks						
52	Cheetos Crunchy Hot Baked WG, 104-.875 oz Reference Brand: Frito Lay	85		\$29.89	Yes	
53	Cheezit WG 175ct/.75oz	115		\$29.80	Yes	
54	Cracker Graham Bear Apple Cinnamon WG, 300-1 oz 2 ct Reference Brand: MJM	14		\$38.79	Yes	
55	Cracker Graham Bear Chocolate WG, 300-1 oz 2 ct Reference Brand: MJM	70		\$38.79	Yes	
56	Cracker Graham Cinnamon WG, 200-1 oz Reference Brand: Belly Bear	29		\$23.25	Yes	
57	Cracker, Honey Graham w/Calcium 150/3 ct.	220		\$17.19	Yes	Special Order
58	Cracker Graham Waffle Maple WG Wrp, 300-1 oz 2 ct Reference Brand: MJM	15		\$38.79	Yes	
59	Snack Mix Kid's WG, 104-.875 oz Reference Brand: Quaker	250		\$29.89	Yes	
60	Sport Bites Vanilla WG Wrp, 150-1 oz Reference Brand: MJM	28		\$26.19	Yes	

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61	Tortilla Chip Nacho Cheese R/F WG, 72-1 oz Reference Brand: Doritos	100		\$20.68	Yes	
62	Tortilla Chip No Salt Round Wrp, 100-2 oz Reference Brand: Aranda's	430		\$21.74	Yes	
63	Tortilla Chip Spicy Flamas R/F WG, 72-1 oz Reference Brand: Doritos	100		\$20.68	Yes	
64	Tortilla Chip Spicy Sweet Chili R/F WG, 72-1 oz Reference Brand: Doritos	100		\$20.68	Yes	
65	Tortilla WG 10", 12-10 ct Reference Brand: Aranda's	250		\$16.27	Yes	
66	Raisels Sour Fruit Splash 200/1.5 oz.	17		No Bid		
67	Seed, Sunflower, honey 150ct/1oz	148		\$25.97	Yes	
Condiment						
68	Dressing Asian Sesame Packet, 60-1.5 oz Reference Brand: T Marzetti	200		\$11.44	yes	
69	Dressing Caesar Creamy Packet, 60-1.5 oz Reference Brand: T Marzetti	200		\$11.34	yes	
70	Dressing Chipotle Ranch 00116, 60-1.5 oz Reference Brand: T Marzetti	80		\$11.52	Yes	Special Order
71	Dressing Ranch Packet, 100-1.5 oz Reference Brand: Taste Pleasers	120		\$14.75	Yes	
72	Dressing Ranch Packet, 200-12 gm Reference Brand: Americana	460		\$5.72	Yes	
73	Ketchup Packet, 1000-9 gm Reference Brand: Heinz	300		\$15.91	Yes	
74	Mayonnaise Packet, 500-9 gm Reference Brand: Americana	170		\$15.35	Yes	
75	Sauce BBQ Dipping Cup, 100-1 oz Reference Brand: Heinz	350	Taste Pleasers 100-1oz. #727945	\$9.22	Yes	
76	Sauce Taco Packet, 500-9 gm Reference Brand: Americana	80		\$5.69	Yes	
77	Syrup Cup, 100-1.5 oz Reference Brand: Americana	140		\$6.55	Yes	
Beverage						
78	Drink, Switch, Assorted Flavors, 24-8 oz List all flavors Reference Brand: Switch	300		\$13.04	Yes	See List for Flavors
79	Milk, 1% White, Shelf-stable, 27 ct Reference Brand: Moo-Mates	80		No Bid		
80	Milk, Nonfat Chocolate, Shelf-stable, 27 ct Reference Brand: Moo-Mates	30		No Bid		
81	Water, Spring Bottle Nested 35/16.9oz Reference Brand: Crystal Geyser	3900		\$4.19	Yes	
82	Water, Spring Flat Top, 56-8 oz Reference Brand: Crystal Geyser	230		\$6.10	Yes	
Breakfast Goods						
83	Bar - Cinnamon Toast Crunch, 96- 1.42 oz Reference Brand: General Mill	45		\$27.58	Yes	
84	Cracker, Crunchmania Cinn Bun, 100ct Reference Brand: Kelloggs	110		\$35.93	yes	
85	Bar, BeneFIT Oatmeal Choc (Brown) WG, 48-2.5 oz Reference Brand: Read-Bake	750		\$18.75	Yes	
86	Bar, BeneFIT Oatmeal Choc Chip WG, 96-1.25 oz Reference Brand: Read-Bake	15		\$20.26	Yes	Special Order
87	Bar, Rice Krispie Granola Choc, 96ct Reference Brand: Kelloggs	82		\$26.48	Yes	Special Order
88	Bar, Rice Krispy Treats, WG, 80ct/1.3 oz Reference Brand: Kelloggs	154		\$31.47	Yes	
89	Cereal, Assorted Flavors, 2WG, 48-2 oz List Assorted Flavors Reference Brand: Malt O' Meal, Gen Mills	165	Malt O Meal 48ct Multiple	\$17.32	Yes	See List for Flavors
90	Cereal, Assorted Flavors, 96 ct List Assorted Flavors Reference Brand: Gen Mills	500	General Mills 96ct Multiple Malt O Meal 96ct Multiple	\$20.26 \$16.65	Yes	See List for Flavors
91	Granola Original WG Bulk, 4-50 oz Reference Brand: Fieldstone Bakery	100		\$29.17	Yes	See List for Flavors

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86	Bar, BeneFIT Oatmeal Choc Chip WG, 96-1.25 oz Reference Brand: Rendi-Bake	15			
87	Bar, Rice Krispie Granola Choc, 96ct Reference Brand: Kelloggs	82			
88	Bar, Rice Krispy Treats, WG, 80ct/1.3 oz Reference Brand: Kelloggs	154			
89	Cereal, Assorted Flavors, 2WG, 48-2 oz List Assorted Flavors Reference Brand: Malt O' Meal, Gen Mills	165			
90	Cereal, Assorted Flavors, 96 ct List Assorted Flavors Reference Brand: Gen Mills	500			
91	Granola Original WG Bulk, 4-50 oz Reference Brand: Fieldstone Bakery	100			

Bidder The Danielson Company
(Print Complete Legal Name of Company)

By Steven P. Schwart
(Print Name)

Bid Coordinator
(Title)

Steven P. Schwart
(Signature)

May 15, 2018
(Date)