

LA MESA-SPRING VALLEY SCHOOL DISTRICT

PURCHASING DEPARTMENT

4750 DATE AVENUE
LA MESA, CA 91942

REQUEST FOR PROPOSAL

CENTRAL STORAGE FOOD AND GROCERIES

RFP #25/26-003

PROPOSALS DUE: May 21, 2026 at 2:00 PM
at the La Mesa-Spring Valley School District
Education Center

Event	Date
Advertising Dates	04/29/2026 and 05/06/2026
Questions due from Proposers	05/11/2026 at 4:00 PM IN WRITING
Addendum and Responses to Proposers, Posted on District website	05/15/2026 by 6:00 PM POSTED ON WEBSITE
Proposals Due	05/21/2026 by 2:00 PM
Announcement of Recommendation of Contract Award	05/27/2026 by 4:00 PM
Protest Deadline	06/3/2026 by 4:00 PM
District Board Meeting - Award of RFP	06/16/2026
Term of Contract	07/01/2026 – 06/30/2027 Option to renew for two (2) one-year periods.

TABLE OF CONTENTS

DOCUMENT SECTION	PAGE
Table of Contents	1
Notice to Proposers	2
Information for Proposers	3
Terms and Conditions	6
Specifications/Contract Scope	16
ATTACHMENTS/DOCUMENTS	
Non-Collusion Declaration	20
Fingerprinting Certification Form	21
Drug-Free Workplace Certification Form	22
Tobacco-Free Workplace Certification Form	23
Affirmative Action Form	24
Suspension and Debarment Certification	25
Certification Regarding Lobbying Form	27
Disclosure of Lobbying Activities Form	28
Nutrient Data Submission Form	31
Proposer Profile/References	32
Agreement	33
Proposal Form	35
RFP Submission Checklist	62

LA MESA-SPRING VALLEY SCHOOL DISTRICT

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the La Mesa-Spring Valley School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than 2:00 p.m. on May 21, 2026 sealed proposals for the award of a contract for

**Central Storage Food and Groceries
RFP 25/26-003**

Such proposals shall be received in the Business Services, Purchasing Department of the District at 4750 Date Avenue, La Mesa, CA 91942.

Each proposal must conform and be responsive to this invitation, the Information for Proposers, the Proposal Form, and all other documents comprising the pertinent Contract Documents. Copies of the Contract Documents are now on file and may be obtained online at <https://www.lmsvschools.org/purchasing-services> or at the Purchasing Department at the above address.

Interested proposers should direct questions to Jessica Murguia, Director of Purchasing & Risk Management, at Jessica.Murguia@lmsvschools.org. Any addendums and answers to questions will be posted on the District website on the date specified under the RFP Schedule in the Terms and Conditions section of the proposal documents.

This is a one (1) year contract beginning July 1, 2026 through June 30, 2027. Upon the mutual agreement of the District and Contractor this proposal will be renewed annually for two (2) additional years.

The District reserves the right to reject any or all proposals, to accept or to reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposals or in the bidding.

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

Jessica Murguia
Director, Purchasing & Risk Management
La Mesa-Spring Valley School District
District of San Diego County, California

Publication: San Diego Union Tribune

Publication Dates: April 29, 2026 and May 6, 2026

END OF DOCUMENT

INFORMATION FOR PROPOSERS

1. **Securing Documents.** RFP documents can be downloaded from the District website at <https://www.lmsvschools.org/purchasing-services>.
2. **Proposals.** Proposals to receive consideration shall be made in accordance with the following instructions:
 - a. Proposals shall be made upon the form therefore obtained at the office of the Director of Purchasing & Risk Management properly executed. Proposals shall be written in ink or by typewriter before submission. Proposals are to be verified, as they cannot be corrected after proposals are opened. The signature of all persons signing shall be in longhand. The completed form shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless requested in the specifications. No verbal, faxed or emailed modifications will be considered.
 - b. Before submitting a proposal, proposers shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall insure that unit cost and total costs is reflected in the proposal. No allowance will be made because of lack of such examination or knowledge.
 - c. The use of the name of a manufacturer, or any special brand or make, in describing any item in the Contract Documents does not restrict proposers to that manufacturer or specific article. An equal of the named product will always be given due consideration.
 - d. All items on which proposals are submitted must in all cases be equal or better in quality and utility to those manufacturers or brands specified by the District.
 - e. The make or brand and grade of the article on which the proposal is submitted should be stated in the proposal form. When the make or brand and grade of the article are not stated, it will be understood to be the specific article named by the District.
 - f. No proposal shall include California sales or use tax, or Federal excise tax.
 - g. All proposals on items shall be delivered F.O.B. destination, and delivery costs and charges included in the proposal price. The District will reject shipments sent C.O.D. or freight collect.
 - h. No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices quoted.
 - i. Proposals shall be delivered to La Mesa-Spring Valley School District in the office of the Business Services, Purchasing Department on or before the day and hour set for the opening of proposals, which proposals shall be enclosed in a sealed envelope bearing the description of the proposal call, the name of the proposer to see that the proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the proposer unopened.
 - j. When requested, proposers shall submit samples of each such item, on which proposal is made to: La Mesa-Spring Valley School District Child Nutrition Department. Each sample submitted must be marked in such manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of proposer, (2) number of proposal, (3) item number. Proposal and samples must not be sent in the same package.
 - k. Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will, upon request, be returned at the proposer's expense.

INFORMATION FOR PROPOSERS (Continued)

- I. All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the proposer.
3. **Addenda**. Any addenda issued by the District during the time of proposing or forming a part of the documents issued to the proposer for the preparation of the proposal shall be covered in the proposal and shall be made a part of the Contract. Addenda will be posted on the District website <https://www.lmsvschools.org/purchasing-services>.
4. **Withdrawal of Proposals**. Any proposer may withdraw their proposal, either personally or by a written request, at any time prior to the scheduled time for opening of proposals, but not after.
5. **Withdrawal of Proposals after Opening**. No proposer may withdraw their proposal for a period of sixty (60) days after the date set for the opening thereof.
6. **Award or Rejection of Proposals**. The District reserves the right to reject any or all proposals, to waive any informality or irregularity in the proposal or in the proposal process. A contract will be awarded to the responsive and responsible proposer based on the evaluation criteria established in the documentation. Utilizing the RFP process, the District reserves the right to select the vendor that best meets the needs of the District.
7. **Agreement**. The form of agreement, which the successful proposer, as contractor, will be required to execute, is included in the contract documents and should be carefully examined by the proposer. The contract consists of the following documents: The Notice to Proposers; the Information for Proposers, Terms and Conditions, Specifications/Contract Scope, Proposal Forms, and the Agreement, including all modifications and other documents thereof duly incorporated therein. All of the above documents are intended to cooperate and 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 installation of all items called for in the Contract.
8. **Interpretation of Documents**. If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may contact the in writing by email the Director of Business Services, La Mesa-Spring Valley School District to request an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by Addendum and/or Responses to proposers duly issued by said Director of Purchasing & Risk Management and available on the District website at <https://www.lmsvschools.org/purchasing-services>. The La Mesa-Spring Valley School District will not be responsible for any other explanation or interpretation of the proposed documents.
9. **Proposers 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 items, unless alternate proposals are called for. A person, firm, or corporation submitting a sub-proposal to a proposer, or who has proposal prices on materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers.
10. **Assignment of Contract**. The successful proposer shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this proposal form, which he may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District governing Board. Notice is hereby given that the District will not honor any assignment made by the Contractor unless the consent in writing, as indicated above, has been given.

INFORMATION FOR PROPOSERS (Continued)

11. **Bid Securities, Performance Bonds, Payment Bonds.** Not Required.
12. **Equal Proposals.** When proposals are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.
13. **Tobacco-Free District.** The District has been designated as a tobacco-free District. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property.

LA MESA-SPRING VALLEY SCHOOL DISTRICT TERMS AND CONDITIONS

1. **Applicability:** These Terms and Conditions apply, but are not limited to, all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" or "Responses") made to the La Mesa-Spring Valley School District (hereinafter referred to as "District") by all prospective suppliers (hereinafter referred to as "Proposers") in response, but not limited, to Invitations to Bid, Requests for Proposals, and Requests for Quotations (hereinafter referred to as "Solicitations").
2. **Modifications to Contract:** Any modifications, qualifications, exceptions, or changes made to the District's terms, specifications, and conditions detailed herein shall be grounds for rejection of proposal. Any remarks, additions, or amendments attached (by the proposer) to the proposal, which conflict with terms and conditions herein, may cause it to be deemed "non-responsive."
3. **Pricing:** All prices quoted herein shall remain firm for the first year of this contract. Prices quoted shall be based on finished product weight received, including all applicable labor, materials, shipping, and fuel charges.
4. **Contract Term and Renewal:** The term of this contract shall be for one (1) year, from the anticipated start date of July 1, 2026 through June 30, 2027. The contract shall expire on June 30, 2027 regardless of start date. By mutual agreement between the District and the successful proposer, this contract may be renewed for **two additional one-year periods** (not to exceed a total of three years). Contract renewals shall be approved in one-year increments under the same terms and conditions as the original agreement.
5. **Price Escalation:** The pricing submitted for the initial term of the contract will remain fixed until June 30, 2027. Pricing agreed to for the first and second renewals will remain fixed throughout each contract period ending June 30, 2028 and June 30, 2029, respectively. The proposer may only petition for an increase in pricing annually on the anniversary date of each renewal period, as long as price increases do not exceed the rate of inflation determined by the Consumer Price Index (C.P.I.), published by the U.S. Bureau of Labor Statistics. If the proposer requests price increases that exceed the rate of inflation determined by the CPI, the contract may not be renewed. The District reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the District. To petition for price increases or decreases or for consideration of new products, complete the district provided Proposal Form and email to Michelle.Valdez@lmsvschools.org by June 1, 2027 or June 1, 2028 respectively.
6. **Price Decreases:** If prices decrease during the term of this contract, the successful proposer must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing. The lower prices shall remain in effect for the balance of the contract period, or for as long as the lower prices are in effect. Complete the district provided Proposal Form and email to Michelle.Valdez@lmsvschools.org.
7. **Return of Discounts, Rebates, and Credits:** During the term of the contract, the Proposer shall ensure that all discounts, rebates, and credits received by the Proposer from its suppliers are fully disclosed to the District. The Proposer is required, by law, to provide documentation to the District of any discount, rebate, and other applicable credits, including but not limited to, price reductions due to product promotions, volume purchasing, online ordering or other electronic ordering systems, prompt payment or advance pay, or any activity that results in lowering the product cost paid by the District. All discounts, rebates, allowances, and incentives must be returned to the La Mesa-Spring Valley School District within fifteen (15) working days after receipt by the Proposer.
8. **Fuel Surcharges:** Additional fuel surcharges on invoices will not be accepted, as delivery is F.O.B. destination with any delivery costs to be included in proposal pricing. Request for a waiver will not be granted, including during periods of volatility in the petroleum market.

9. **Telephone Charges:** If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for orders, complaints, adjustments, shortages, failure to deliver, etc.), the successful Proposer shall accept charges for such calls on a reverse charge basis.
10. **Errors and Omissions:** If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the proposer shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Addenda will be posted on the District website <https://www.lmsvschools.org/purchasing-services>.
11. **Proposal Form:** The Proposal Form defines the requirement of items to be purchased, and must be completed and submitted with the proposal. Prices must be quoted in units specified on the Proposal Form. Each item must be considered separately and not in combination with other items unless otherwise specified on proposal form by the District. Trade discounts must be deducted from price offers and only the net amount shown on proposal form. In case of error, unit prices will govern and extensions will be corrected.
12. **Integrity of Proposal Documents:** Proposers shall use the original RFP Proposal Forms provided in this solicitation and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the Proposal Form if sufficient space is not available on the original form. Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a Proposer wishes to propose must be clearly stated in the Proposer's proposal response and presented in the form of an addendum to the original RFP documents.
13. **Invoicing and Billing Period:** The billing period shall begin on the first day of each month and shall end on the last day of each month. Invoices will be prepared for items delivered and accepted at contracted prices so that one priced, extended, and signed copy will be left with the shipment at the time of delivery. The proposer will retain a second copy to support the monthly statement.

The proposer will be paid in accordance with payment terms herein upon receipt of summary invoices (statement) for previous month's billing period. Deliveries for the last day of the billing period must be included on the summary invoice for that billing period. Separate summary invoices shall be rendered for each school.

All invoices shall include the following information:

- Business name, address and phone number.
- Invoice number and date.
- Designated line for La Mesa Spring Valley School District signature.
- Ship to address.
- Product description.
- Product quantity for each item ordered.
- Unit and extended price for each item on order.
- Total price of order/invoice.

14. **Monthly Statements:** Statements shall be mailed within five (5) working days after the last day of the month to facilitate payment. In addition, the vendor will provide along with the statements, a monthly recap of purchases by school to include the item description, total units purchased per item and the total cost per item purchased. Payment will be made on itemized statements with the prices stipulated herein for items delivered and accepted. Payment terms NET 30. For prompt payment, billing must be accurate in all details, and invoices must be submitted to:

La Mesa-Spring Valley School District
Child Nutrition Department
Attention: Michelle Valdez, CNS Director
3838 Conrad Drive, Spring Valley, CA 91977

15. **Credit Memos:** The proposer shall agree to accept, for full credit, the return of any items received which are found to be defective in quality or defective in packaging so as to render the item unusable for its intended purpose. All products of unacceptable quality, as determined by the District, will be returned.

Credits may be provided by separate credit memo or by an adjustment to the original invoice.

16. **RFP Negotiations:** A RFP response to any specific item of this RFP with terms such as "negotiable," "will negotiate," or similar intent, will be considered as non-responsive to that specific item.
17. **RFP Warranty:** Proposers warrants to the District that all goods and services rendered shall conform to the contract requirements (including all descriptions, specifications, and attachments made a part hereof), and will be fit for use as reasonably intended by the parties. In the event of breach, the Proposer will take all necessary action, at Proposer's expense, to correct such breach within 30 days.
18. **Compliance with OSHA:** Proposers agrees that all items offered must comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that proposer will indemnify and hold the District harmless for any failure to so conform.
19. **Safety Data Sheet:** For all products requiring a Safety Data Sheet, as defined under 29 CFR 1910.1200, the District requires that a Safety Data Sheet accompany all orders at the time of delivery.
20. **Food Security:** Proposers shall ensure that all food and beverage products meet local, State and Federal health and safety guidelines, and that appropriate precautionary measures are taken to ensure the purity and integrity of food products throughout the supply chain. Proposers shall take appropriate measures to safeguard the purity and integrity of their products during production, storage, and transportation, prior to the product reaching La Mesa-Spring Valley school sites.
21. **Vehicle Safety and Security:** Proposer's representatives operating vehicles on District property shall use extreme caution at all times – maximum speed is 5 mph. While onsite, Proposer shall not obstruct any passageways or other means of egress and shall not leave the site without first securing the work area and eliminating any hazardous condition resulting from the Proposer's activities.
22. **Product Substitution and Shortages:** This contract does NOT allow for product substitution without written authorization from the Director of Child Nutrition. The successful Proposer shall promptly notify the Child Nutrition Director or designee a minimum of 24 hours in advance if an item cannot be delivered within the specified delivery time. An equal or better substitute product must be made available to the District immediately for approval and subsequent distribution to school sites, at no additional charge to the District for product, freight, or redelivery to District sites. All substitutions in quality and quantity must receive prior approval from the Child Nutrition Director or designee in order to qualify for payment. If substitution is unavoidable due to market conditions, Proposer must provide equivalent item for District approval at no additional cost the District for the product or freight. The Proposer shall designate one representative to be available by 7:00 a.m. on each delivery day, to have the authority to make decisions regarding shortages and product substitutions.
23. **Estimated Quantities:** Quantities specified herein are estimates only, based on prior year usage. They are submitted as information for the proposer. Actual purchases may vary from item to item and the District cannot guarantee that items will be purchased exactly as indicated. Purchase order quantities and issuances will be made on an as-needed basis, depending on customer participation. **There will be no minimum order requirements for any item listed on this RFP.**
24. **Inspection and Testing:** The Proposer agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the Proposer's facilities. The District shall also have the right to test at its own cost the materials supplied under this contract. The District may request to review the Proposer's current Hazard Analysis Critical Control Point (HACCP) food safety system for their facility to insure optimum storage and distribution practices.

25. **District Inspection:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Proposer of any obligation to fulfill this contract. If any item shall be found defective at any time before final acceptance of the complete delivery, the Proposer shall immediately remedy such defect in a manner satisfactory to the District. Defective items shall be made good by the proposer, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted.
26. **Force Majeure Clause:** Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the contractor or the school district.
27. **Damage:** The successful Proposer shall promptly correct all deficiencies, defects, and/or damages in equipment or products delivered to the District in accordance with this solicitation. All corrections shall be made within 10 calendar days after such deficiencies, defects and/or damages are verbally reported to the Proposer by the Child Nutrition Department. The Proposer shall be responsible for filing, processing, and collecting all damage claims against the shipper when applicable.
28. **Liquidated Damages:** The District shall hold the successful Proposer liable and responsible for all damages which may be sustained because of his/her failure to comply with any conditions herein. If the successful proposer fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful proposer. Costs accrued by the District for a purchase resulting from a failure to perform, shall be invoiced to the successful proposer or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. In addition, a charge of \$50.00 will be assessed to cover administrative costs for processing of third party orders resulting from non-performance.
29. **Termination for Default:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, order services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.
30. **Award to Next Best Proposer:** In the event of default or non-availability of product, the District reserves the right to use the next best Proposer and their stated proposal prices as needed.
31. **Termination of Contract for No Cause:** The District may terminate this Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the District.
32. **Compliance with Laws:** Seller shall, in the performance of work under District's order, fully comply with all applicable Federal, State and local laws and regulations. In the event of any conflict or ambiguity between instructions contained in this solicitation and state or federal law or regulations, the latter shall prevail.
33. **Governing Law and Venue:** In the event of litigation, the RFP documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

34. **Buy American Provision:** (7 *CFR*, sections 210.21[d] and 220.16[d]; U.S. Department of Agriculture Policy Memorandum SP 38-2017)

Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Domestic commodities or products are defined as agricultural commodities (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed products (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains an M/MA and grain component) that are processed in the United States using substantial agricultural commodities that are produced in the United States. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

All **creditable** food products must comply with the Buy American Provision requirement in 7 *CFR*, sections 210.21(d) and 220.16(d). **Note:** The SFA is not required to adhere to the domestic requirement for foods that are not creditable food components, such as for spices, oils, or condiments.

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

1. The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, such as bananas or pineapples.
2. Competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product.

Vendors/distributors must document and inform the SFA of exceptions to the Buy American Provision requirement *prior* to delivery of the nondomestic commodity or product. Exceptions must be provided in writing and approved by the Child Nutrition Director prior to delivery.

The documented exception shall include the following:

- A description of the nondomestic item.
Alternative domestic commodities or products (if applicable).
- A synopsis was done by the vendor to determine cost and availability of the item.
- Documentation outlining the price of both domestic and nondomestic commodities or products or lack of availability to justify the exception.
- The dates that the:
 - Vendor informed the SFA of the nondomestic commodity or product substitution,
 - Child Nutrition Director agreed to accept this food item in advance of delivery, and
 - Commodity or product was received by the SFA.

35. **Americans with Disabilities Act:** Proposer assures the District that it complies with the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations (42 U.S.C. 12101 et seq.).

36. **Permits and Licenses:** The Proposer shall obtain and, at their expense, pay for any/all licenses/permits required by law for accomplishing any work required in connection with this contract.
37. **Independent Contractor Status:** The relationship between the Proposer and the District is a contractual relationship. While engaged in carrying out the terms and conditions of the Contract, the Proposer is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
38. **Non-Collusion Declaration:** Each Proposer submitting an offer shall execute and submit a non-collusion declaration in the form attached hereto. Failure to submit such non-collusion declaration shall be grounds to reject an offer as non-responsive.
39. **Drug-Free Workplace:** Proposer warrants that Proposer is knowledgeable of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.), regarding a drug-free workplace and shall abide by and implement its statutory requirements.
40. **Fingerprinting Requirements:** Education Code Section 45125.1 states that if employees of any Proposer providing school site janitorial, administrative, landscape, transportation, food-related or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony.

An exception would be if the employee(s) only has limited contact with students and will be in the presence and supervision of school district adult employees 100% of the time that students were present. If this is the case, the Proposer shall certify on the Fingerprinting Certification Form regarding requirements in lieu of fingerprinting each employee.

41. **Anti-Discrimination:** The District's policy is that Proposers conducting work under this contract will not discriminate against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Proposer agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and 1726. In addition, the Proposer agrees to require like compliance by any subcontractors employed on the work. Proposer must sign the AFFIRMATIVE ACTION POLICY which must be attached and become part of the proposal.
42. **New Product Procurement after Contract Award:** The District reserves the unconditional right to add other items to the contract after the contract has been awarded to a Proposer. Prices for additional items will be negotiated. This includes new/improved products, additional flavors, or different size capacities. The awarded Proposer shall submit pricing and product specifications to the District for final approval before delivery of any such items. Prices shall be based on the same terms and conditions contained herein.
43. **Product Recall:** In the event a Proposer's product is recalled, Proposer will immediately notify the Director of Child Nutrition. Proposer will be responsible for picking up product and providing replacement, payment, or credit at the District's discretion. Replacement, payment, or credit for recalled items shall be made within 30 days of the date of notification to the District.
44. **Indemnification and Hold Harmless:** Proposer shall indemnify and hold harmless the District, its Board of Education, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to all expenses of litigation, court costs, penalties, and attorneys' fees and other fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of Proposer, its agents, servants, employees, agents, representatives, persons or entities engaged as independent Proposers by Proposer and suppliers, provided, however, that Proposer shall not be required to indemnify for the acts of intentional misconduct or negligence by the party to be indemnified.

45. **Insurance Requirements:** The Proposer, at its sole cost and expense, shall maintain and shall cause each subcontractor to maintain Public Liability and Property Damage insurance to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. Minimum Required Commercial General Liability coverage shall include both bodily injury and property damage as follows.

<u>COVERAGE</u>	<u>MINIMUM LIMITS</u>
General Aggregate	\$2,000,000 (annual)
General Liability	\$1,000,000 per occurrence
Automobile Liability (Combined Single Limit)	\$1,000,000 each occurrence
Worker's Compensation	\$1,000,000

Prior to commencement of performance of this Agreement, the Proposer shall furnish to the District a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming La Mesa-Spring Valley School District as an additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without thirty (30) days' advance written notice to the District. Such certificate shall be delivered to District concurrent with the execution of the agreement. Failure to take out or maintain the required insurance and furnish evidence thereof may be considered default by the Proposer.

An endorsement must be issued by the successful Proposer's insurance carrier amending the Proposer's general liability policy naming the La Mesa-Spring Valley School District, Board members, and the officers, agents, employees and volunteers of the District, individually and collectively, as additional insured.

46. **Worker's Compensation:** The Proposer shall maintain and shall require all of its subcontractors to maintain Worker's Compensation insurance that meets statutory limits required by the California Labor Code. Successful Proposer must provide proof of Workers' Compensation insurance prior to the effective date of this agreement. Failure to furnish such evidence will result in the District declaring the Vendor to be non-responsive or non-responsible.
47. **Certification Regarding Suspension and Debarment, Lobbying:** Proposers who will perform more than \$100,000 in business with the District during the fiscal year must complete the Suspension and Debarment Certification, Certification Regarding Lobbying Form (and, if applicable, Disclosure of Lobbying Activities) forms, included as a part of the RFP package. The District is prohibited from contracting with Proposers that are on the U.S. General Services Administration's Suspension and Debarment List. The Suspension and Debarment Certification is required to document that the Proposer or any of its key employees have not been debarred, proposed for debarment, or suspended by a Federal agency. Additionally, the District is required to obtain information from the Proposer regarding lobbying activities.

If the debarment/suspension occurs during the term of the contract, the District will not exercise its right to renew under the contract conditions.

48. **Contract Progress Meeting:** The successful Proposer shall be required to attend contract progress meetings as requested by the District during the term of this agreement. At these meetings, the District will appraise the Proposer of how the District assesses the Proposer's performance under this agreement/contract. Additionally, the Proposer shall appraise the District of any operational problems being experienced.
49. **Pre-Award Meeting:** The apparent low responsive and responsible Proposers may be required to attend a pre-award meeting with District representatives, within five (5) calendar days of District request. The purpose of the pre-award meeting will be to discuss and evaluate the Proposer's experience in the performance of a contract of similar scope, to discuss the invoicing and credit requirements, and to assure District representatives that the Proposer possesses an understanding of the scope of the contract, including the service, insurance, and delivery requirements of the District. The decision of the District's representatives as to the ability of the Proposer to successfully service this Contract in accordance with the requirements shall be final.

TERMS AND CONDITIONS

50. **Delivery Conditions:** The Proposer's delivery person shall display identification as an employee of the Proposer and check in with the Child Nutrition Supervisor or designated representative upon arrival at the school site prior to unloading product into the facility. The Proposer, or their agent, is responsible for unloading the merchandise and placing it inside the building in an area designated by an authorized representative of the District. If the Proposer, or their agent, is unable to unload the merchandise the order may be refused at the discretion of the District. Child Nutrition staff members shall not be required to enter Proposer's vehicles to verify any issues related to the delivery.
51. **Past Performance:** A Proposer may be ruled "non-responsible" based upon Proposer's unacceptable past performance with the District which may include but is not limited to: late/non deliveries, partial deliveries, delivery of wrong materials, products, not meeting specification, providing incorrect prices, invoicing problems, default, etc.
52. **References:** Proposers must provide a minimum of three (3) customer references that are current within the last three years. These references must have received services that were similar in the scope and nature of the services being requested in this solicitation. The District may contact any or all references during the evaluation process. Proposers must complete the Proposer Profile/References form contained herein.
53. **Usage Reports:** Proposer must provide accurate usage reports to the District that contain the total usage of all items under contract. These reports shall include total monthly and year-to-date quantities and dollar amounts per item used by each school site. The reports shall include the following: school site names, product descriptions, unit packs, brand names, total quantities purchased (i.e., case or broken case unit), cost per item, and total extended cost for each item. Usage reports shall be submitted within 15 calendar days after the end of each month or as otherwise requested. Monthly payments may be withheld at the discretion of the District until acceptable reports are received.
54. **Conflicts in the Contract Documents:** The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service shall supersede any inconsistent version of these documents.
55. **Headings and Captions:** The headings and captions used in this Contract are for convenience only. They are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.
56. **Gifts and Gratuities:** It is the policy of the District not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from Proposers, members of their staffs, or families.
57. **RFP Tabulations:** Tabulations of proposals will be made available to Proposer provided a request is made in writing to the Director of Business Services.

TERMS AND CONDITIONS

58. RFP Schedule:

Event	Date
Advertising Dates	04/29/2026 and 05/06/2026
Questions due from Proposers	05/11/2026 at 4:00 PM IN WRITING
Addendum and Responses to Proposers, Posted on District website	05/15/2026 by 6:00 PM POSTED ON WEBSITE
Proposals Due	05/21/2026 by 2:00 PM
Announcement of Recommendation of Contract Award	05/27/2026 by 4:00 PM
Protest Deadline	06/3/2026 by 4:00 PM
District Board Meeting - Award of RFP	06/16/2026
Term of Contract	07/01/2026 – 06/30/2027

ALL questions need to be in writing and sent to Jessica.Murguia@lmsvschools.org by 4:00 pm on May 11, 2026. **Any addendums and answers to questions will be posted on the District website on the date specified under Schedule in the Terms and Conditions section of the RFP documents. Any addendums and Questions and Answers must be returned signed with the proposal documents.**

59. Protests by Proposers:

A proposer may protest a proposal award if he/she believes that the award is inconsistent with Board policy, the RFP’s specifications, or is not in compliance with law. A protest must be filed in writing with the Superintendent or designee before 4 p.m. of the fifth business day following the Announcement of Recommendation of Vendor Contract Award. The proposer shall submit all documents supporting or justifying the protest. An RFP applicant’s failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

Any proposer submitting an RFP Proposal may file a protest of the district’s intent to award the Contract provided that each and all of the following conditions are met:

1. The protest must be submitted in writing to the district (email is not acceptable), before 4 p.m. of the fifth business day following Announcement of Recommendation of Vendor Contract Award.
2. The initial protest document must contain a complete statement of any and all bases for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the RFP protest; any matters not set forth in the written RFP protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.
3. The protest must refer to the specific portions of all documents which form the basis for the protest.
4. The protest must include the name, address and telephone number of the person representing the protesting party.
5. Any RFP protest not conforming to the foregoing shall be rejected by the district as invalid. Provided that an RFP protest is filed in strict conformity with the foregoing, the district’s Assistant Superintendent, Business Services, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the RFP protest. The Assistant Superintendent, Business Services or other individuals designated by him/her shall provide the proposer submitting the RFP

protest with a written statement concurring with or denying the RFP protest within 30 working days. The Superintendent or designee may also convene a meeting with the proposer in order to attempt to resolve the problem.

6. The Board will render a final determination and disposition of a RFP protest by taking action to adopt, modify or reject the disposition of a RFP award as reflected in the written statement of the Assistant Superintendent, Business Services or his/her designee. Action by the district's Board relative to a RFP award shall be final and not subject to appeal or reconsideration by the district, any employee or officer of the district or the district's Board.
7. The rendition of a written statement by the Assistant Superintendent, Business Services (or his/her designee) and action by the Board to adopt, modify or reject the disposition of the RFP award reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the RFP process, the district's intent to award the Contract, the district's disposition of any RFP protest or the district's decision to reject all RFP Proposals.
8. The procedure and time limits set forth are mandatory and are the RFP applicant's sole and exclusive remedy in the event of RFP protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the RFP protest, including filing a Government Code Claim or legal proceedings.

LA MESA SPRING VALLEY SCHOOL DISTRICT SPECIFICATIONS/CONTRACT SCOPE

1. **Purpose:** La Mesa-Spring Valley School District is soliciting proposals from qualified vendors to provide central storage food and grocery items, and smart snacks compliant snacks and/or beverages for use in the child nutrition program. Food and grocery items are to be delivered to the Child Nutrition Department's warehouse located at 3838 Conrad Drive Spring Valley, CA 91977. Work to be done under this contract includes, but is not limited to; providing all labor, materials, supervision, equipment, incidentals, and related items necessary to complete the work in accordance with the specifications contained herein.
2. **Method of Pricing and Completing RFP:** Proposer shall offer one firm, fixed price for each item offered. Alternate proposals will be rejected. Proposals stating, "will negotiate" or "to be determined" or similarly vague language will be considered as non-responsive and will be subject to rejection of proposal.

Proposer must indicate brand name, manufacturer's product code number, case weight, case count, cost per unit, cost per case, and total extended cost for each item proposed. This includes commodity processed and non-commodity items.

Errors in price computation on the RFP Proposal Forms do not relieve proposer from holding price. Errors in price computation may not be corrected until the next regularly scheduled price adjustment period. In case of a mathematical error, unit prices will govern and extensions will be corrected.

3. **Price Changes:** The successful proposer shall agree to negotiate all price changes and supply the District with adequate pertinent documentation to support any price change requested. Documentation includes proof in writing that the vendor has incurred an increase in cost from the processor of any item listed in this contract. **Price change requests must be submitted 30 days prior to implementation to the Child Nutrition Services Office.**

No price changes shall be effective until the District has reviewed and formally accepted all supporting documentation. The contractor shall continue to provide services at the original proposal prices until the Director of Child Nutrition Services provides formal written authorization. Complete the district provided proposal form and email to Michelle.Valdez@LMSVschools.org. Fuel surcharges will not be accepted.

4. **Mathematical errors:** Should there be any error in extension, addition, or computation, the District shall be entitled to correct such errors based on the unit prices shown, and the corrected extended price shall be considered as representing the intention of the proposer and be used as the basis for comparison of proposal submissions.
5. **Method of Award:** The contract will be awarded as one lot to the responsive and responsible vendor based on the evaluation criteria. The intent of the District is to secure one primary distributor to satisfy this contract with products that provide the "Best Value to the District." If unable to award as a complete package, the District will evaluate proposals and may award a second contract. All vendors are urged to submit a quote on all items on the Proposal form.
6. **Selection Process** – The Evaluation Committee will be composed of members from the Child Nutrition Department. The Committee will consist of no less than three (3) members that will evaluate each proposal and select the one that best meets the needs of the District. The District reserves the right to award to the vendor that in the sole judgment of the District, best accomplishes the desired results. Priority will be given to proposals that allow the District to optimize the ordering, receiving, and delivery of USDA commodity processed foods from a given manufacturer.

The committee will evaluate each proposal based on, but not limited to the following criteria:

- A. **Purchase Price (40 Points)** – Prices quoted shall be based on finished product weight received, including all applicable labor, materials, shipping, and fuel charges.

SPECIFICATIONS/CONTRACT SCOPE (CONTINUED)

- B. **Quality of Proposer's Goods and Services (20 Points)** – The District will review the product specifications to determine whether the quoted foods products adhere to our specifications. The District will consider the list of processors and manufactures the proposer will support, as indicated on their Proposal Form, to determine if the proposer meets the need of the district.
 - C. **Past Relationship with the District (+/- 15 Points)** – The District will review past deliveries, backorders, production issues, product availability, responsiveness, and other relevant characteristics to evaluate past relationship.
 - D. **References (10 Points)** – The District will consider completeness of the Proposer References form provided within the RFP, geographic location of references (Southern California references preferred), and relevance to the RFP (school district references preferred).
 - E. **Industry Experience (15 Points)** – The District will consider total number of years of operation, total number of years operating within the school foodservice industry, and the annual dollar volume of school business.
7. **Order Placement:** The District prefers to use a computerized ordering system where all orders are electronically transmitted to the vendor. The need to electronically transmit orders is important because it represents a cost and time savings and eliminates errors as well as being a currently accepted business-to-business standard.
- In lieu of the electronic transmittal of orders, the Child Nutrition Department will place orders on an “as required” basis by using electronic mail or telephone. No substitutions will be allowed without written permission from the Child Nutrition Director. If substitutions are made without prior written permission, a vendor may be removed from proposers list for a period of two years. Emergency orders should be filled as soon as possible. During the term of the contract, with the full cooperation of Vendor, the District may research and implement innovative approaches to streamline the ordering system.
8. **Delivery, Times, Location, and Requirements:** Vendors shall deliver all items requested by this solicitation to the Child Nutrition Department Warehouse located at 3838 Conrad Drive Spring Valley, CA 91977. A delivery dock is available at this site. Delivery times must be scheduled by calling the Warehouse at (619) 668-7500 ext. 4738 twenty-four hours in advance or by agreed on predetermined standard. Deliveries shall consist of 2 deliveries per week, and only be allowed between the hours of **7:30 a.m. and 10:00 a.m.**, Monday through Friday, excluding District holidays.
9. **Notification of Late Delivery:** The successful vendor shall promptly notify the Child Nutrition Director or designee a minimum of 24 hours in advance if an item cannot be delivered within the specified delivery time. The District reserves the right to purchase food at a fair market value from another source. The vendor shall pay the District the price difference between the original proposal price and the price of the substituted food item(s). Late deliveries and product shortages can result in the vendor being recommended for default, as defined in the contract.
10. **Condition of Product at time of Delivery:** Vendors shall assure that refrigerated trucks are used to protect perishable products during transport and that these trucks comply with all ServSafe/Hazard Analysis Critical Control Point (HACCP) regulations. Upon delivery, all products shall be in compliance with applicable specifications and will be examined by the District's representative for cleanliness and soundness. The successful vendor must credit the District the full value of any product that is discovered to have an expired date code, is defective, or is considered to have been tampered with in

SPECIFICATIONS/CONTRACT SCOPE (CONTINUED)

any way prior to its arrival at the District's school sites. This includes any hidden damage discovered after acceptance and delivery at the District's school sites.

11. **Delivery Temperatures:** All frozen foods shall be delivered in a hard frozen state at 0 degrees Fahrenheit or below. Partially thawed products with evidence of thawing and re-freezing will be rejected at the time of delivery. The District's Warehouse Storekeeper will not refreeze partially thawed deliveries. All refrigerated products shall be delivered at a product temperature of 35 to 40 degrees Fahrenheit, and shall have been maintained at this temperature at all times during storage and shipment. All dry products shall be at 50–70 degrees Fahrenheit.
12. **Nutrition Policy:** The District requires that all food items have only the minimum amount of sodium, fat, sugar, and/or other additives that are absolutely necessary for food preservation and safety, while still providing a product with good flavor, texture, and palatability. The finished product must be a product with good flavor and texture that is palatable to students.
13. **Trans Fat:** State law prohibits any food items containing artificial Trans-fat unless the manufacturer's documentation or the nutrition facts label lists the Trans-fat content as less than 0.5 grams per serving. A food item contains artificial Trans-fat if it contains partially hydrogenated vegetable oil.
14. **Labeling:** 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. All ingredients shall be listed by their common or usual name in descending order of predominance by weight. Labels must also include a list of any "Top 8" allergens present in the product. These include milk, eggs, fish, shellfish, tree nuts, peanuts, wheat, or soybeans.

Packages shall clearly be labeled with product name, open code dating, and weight. Cases of product must indicate pack code or expiration date. If code is encrypted, the District may request that Vendor provide key from manufacturer to decode information.

15. **Ingredients:** 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. The District discourages the use of the following ingredients: monosodium glutamate (MSG), high fructose corn syrup (HFCS), peanuts, peanut protein, or peanut byproducts, Trans fatty acids/partially hydrogenated oil, red dye #40, and yellow dye # 5. The District reserves the right to award or not award items that contain any of the preceding ingredients. The District may request information regarding the presence or absence of gluten, or any other ingredient, at any time.
16. **Nutrition Information:** In order to accommodate the computerized menu system used by the Child Nutrition Department, the successful proposer shall be required to provide a complete nutrient analysis of products, as requested by the District. The nutrient information may be obtained from an independent laboratory report.

The following information will be required from the manufacturer: weight (gm), calories (kcal), moisture (gm), carbohydrate (gm), protein (gm), total fat (gm), saturated fat (gm), trans fats (gm), cholesterol (mg), ash (gm), sodium (mg), iron (mg), calcium (mg), Vitamin A (I.U.), Vitamin C (mg), Vitamin D (I.U.), fiber (gm), sugar (gm), thiamin (mg), riboflavin (mg), niacin (mg), Vitamin B6 (mg), and folic acid (mcg).

Vendor must submit with their proposal package all nutrient documentation for items that do not exactly match the requested manufacturer, brand, and product code on the RFP Proposal Form, or in cases where a manufacturer, brand, or product code are not specified by the District. Such documentation shall include Nutrition Facts panels, ingredients lists, CN labels (where applicable), Product Formulation Statements (where applicable), and the Nutrient Data Submission Form included in this RFP.

17. **Sanitation/Safety:** The successful vendor will warrant that all food shall be fresh, clean, wholesome upon delivery, and prepared in properly equipped facilities under modern sanitary conditions in accordance with the best commercial practice. All items shall be free from decay, discoloration, foreign matter, and shall pass through metal detection before packaging. Containers shall be clean, sound, compact, sturdy, and sealed. If the food has already been delivered the successful proposer will be required to pick up the unacceptable food and issue a credit or provide a replacement in 10 days. All products shall bear visible freshness code dates and shall meet industry standards for remaining shelf-life upon delivery to the schools.
18. **Manufacturer's Date Code:** Vendor shall notify the District if the manufacturer's code is one of the following: Sell-by or Pull-by date; Use-by date; Expiration date; Best-by date, or Pack date (state how long product is good for from pack date). The vendor must provide the District an explanation of the manufacturer's expiration date code:

All product delivered shall have a minimum ninety-day shelf life at the time of delivery acceptance by the District Warehouse. Any deliveries made that do not meet these criteria will be refused.

19. **USDA Processed Donated Foods:** The District is a member of the California State Commodity Program and diverts raw USDA commodity products to companies for processing into usable end products. USDA commodities are an integral part of the meal planning process and shall be used prior to any open market purchased food products. When sufficient USDA commodity items are not available, the District requires advance notice on commercial equivalent, non-commodity items, of equal or better quality, to be provided by the vendor.

In the event of loss or damage to the District's commodity products by the Vendor, the Vendor agrees to replace or purchase the lost or damaged products at fair market value per USDA current guidelines.

20. **Processed Food Registration:** California Health and Safety Code Section 110460, et seq. requires all businesses engaged in the manufacturing, packing, labeling, or holding (warehousing) of processed food products in this state to register annually with CDHS-FDB. Certification and registration by the California Department of Health Services is required of all Vendors. Submit a copy of this certification with the proposal in order for your items to be considered for award.
21. **Hazard Analysis Critical Control Point (HACCP) Program:** Federal and State regulations require all suppliers to have a HACCP system in place. The District has a vigorous HACCP plan in place and will **inspect all deliveries** for correct temperatures and conditions. Any item(s) which do not fall within acceptable critical control point (CCP) limits **will not be accepted**. The successful Vendor must provide documentation prior to starting work stating that they have a HACCP program in place or documentation of manufacturing practices that follow food safety compliance.
22. **Product Formulation Statements (PFS):** Food products that are not CN-labeled but which will be used as part of the Meat/Meat Alternate and/or Grains components of the Child Nutrition meal patterns must have Product Formulation Statements (PFS) documenting the calculations used in determining the ounce equivalent contributions. Vendor must supply PFS for all awarded products that provide Meat/Meat Alternate and/or Grains contribution but do not have CN labels. The PFS must be signed and dated by a company representative. Sample Product Formulation Statements are available upon request.
23. **Notification of Product Reformulation:** If at any time during the contract period an awarded item is reformulated, packaged differently, or changed in some other way, vendor must provide District updated ingredients list, Nutrition Facts panels, CN labels (if applicable), and Product Formulation Statements (if applicable). Additionally, any time one of these documents is revised, the vendor must send revised copies to the District.

LA MESA-SPRING VALLEY SCHOOL DISTRICT

**NON-COLLUSION DECLARATION
TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL**

The undersigned declares:

I am the

(Title)

of _____.

(Name of Company)

the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purposes.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this:

_____ day of _____

City of _____, State of _____

Signed: _____

Title: _____

THIS PAGE MUST BE SUBMITTED WITH YOUR PROPOSAL

FINGERPRINTING CERTIFICATION FORM
Michelle Montoya School Safety Act (Ed Code Section 45125.1)

State of California)
County of _____) ss.

1. I certify that none of my employees who may come into limited contact with students has pending criminal proceeding for a felony as defined by Education Code Section 45122.1, nor has ever been convicted of a felony as defined in Section 454122.1.
2. The names of each employee who may come into limited contact with pupils are listed below.

It is our opinion that the nature of the services provided by our company to your District is outside the scope and/or intent of Education Code 45125.1.

We have, however, adopted a policy within our company that requires all employees, when on company business at school sites, to be in the presence and supervision of school district adult employees when students are present. Since our business activity only involves limited contact or no contact with students and 100 percent supervision by school adult personnel, it is unnatural and unlikely that our employees would be without school district adult supervision at any time students are present.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Company Name: _____

Officer
Signature: _____

Title: _____

Date: _____

THIS PAGE MUST BE SUBMITTED WITH YOUR PROPOSAL

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the La Mesa-Spring Valley School District (hereinafter referred to as the "District") and

_____ (hereinafter referred to as the "PROPOSER")

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

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

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

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

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

Company Name: _____

Name (typed/printed)

Title

Signature

Date

**THIS PAGE MUST BE SUBMITTED WITH YOUR PROPOSAL
TOBACCO-FREE WORKPLACE CERTIFICATION**

RFP No.: 25/26-003

RFP Name: Central Storage Food and Groceries

Company Name: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- (i) The undersigned is a duly-authorized representative of the Company and, in that capacity, has executed this certification on behalf of the Company.
- (ii) The Company shall ensure a tobacco-free workplace by providing the following provision, in writing, to each person providing any labor or services on or at the District site, including, without limitation, any delivery personnel:

All properties and facilities operated by the La Mesa-Spring Valley School District are tobacco-free work places. It is strictly forbidden while in, on or at any District property or facility (whether owned or leased) to smoke, chew or otherwise use tobacco products. The Company shall require each person (including without limitation, any employee of the Company) found in violation of these requirements to permanently leave the District property and the Company shall not thereafter permit such person to be present, on or at the District.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

THIS PAGE MUST BE SUBMITTED WITH YOUR PROPOSAL

AFFIRMATIVE ACTION FORM

“Contractor hereby certifies to the La Mesa-Spring Valley School District that I (if individual) or we (if company or corporation) do not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex as outlined in California Government Code Section 12940.”

Company Name: _____

Name (typed/printed)

Title

Signature

Date

THIS PAGE MUST BE SUBMITTED WITH YOUR PROPOSAL

California Department of Education
Nutrition Services Division
Form ID PRU-11

Procurement Resources Unit
January 2025

Debarment, Suspension, and Other Responsibility Matters

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

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

Participant or Respondent Company Name

Award Number, Contract Number, or Project Name

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

Signature(s)

Date

**Instructions for Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds \$100,000) is providing the certification set out on the preceding page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Lobbying

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

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

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

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE: _____

(Signature)

(Date)

California Department of Education
Nutrition Services Division
Form ID PRU-12

Procurement Resources Unit
January 2025

Approved by OMB 0348-0046

Disclosure of Lobbying Activities

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

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

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)
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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

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

California Department of Education
Nutrition Services Division
Form ID PRU-12

Procurement Resources Unit
January 2025

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

**LA MESA-SPRING VALLEY SCHOOL DISTRICT
 Nutrient Data Submission Form**

Product Description:

Product Name: _____	Case Pack: _____
Brand Name: _____	Servings per Case: _____
Manufacturer: _____	Serving Size: _____
Product Code: _____	Cost Per Serving: _____
Weight Per Serving: _____	

Nutritional Information per Serving: If you do not have information on a nutrient, write "M" or "missing". If this product does not contain a particular nutrient, write "0" (zero).

NUTRIENTS		NUTRIENTS	
Calories: _____	Kcal	Trans Fat: _____	g
Total Carbohydrate: _____	G	Cholesterol: _____	mg
Dietary Fiber: _____	G	Sodium: _____	mg
Sugars: _____	G	Iron: _____	mg
Protein: _____	G	Calcium: _____	mg
Total Fat: _____	G	Vitamin A: _____	IU
Saturated Fat: _____	G	Vitamin C: _____	mg

IU = International Units

Does this product contain any of the following?

	Yes	No
Monosodium Glutamate (MSG)	_____	_____
Artificial Food Coloring (such as Red #40 or Yellow #5)	_____	_____
Added animal fat (lard or tallow) or Tropical Oils (coconut, palm, palm kernel)	_____	_____
Peanuts, Peanut Oil, or Peanut Derivatives	_____	_____
Gluten Proteins (albumins, glutelins, globulins, and prolamins)	_____	_____

Contribution to School Meal Requirements per Serving:

_____	Ounce equivalents of Meat/Meat Alternate
_____	Ounce equivalents of Grain/Bread
_____	½ Cup equivalents of Fruit
_____	½ Cup equivalents of Vegetable
_____	Fluid Milk Servings (8 fluid ounces)

FORM MUST BE COMPLETE OR IT WILL NOT BE CONSIDERED

_____	_____
Company Name	Address
_____	_____
Authorized By (signature)	City, State, Zip Code
_____	_____
Authorized By (typed/printed)	Phone Number

Date	

PROPOSER PROFILE

Qualifications of Proposer: Proposers must have the capability and capacity in all respects to fully satisfy the contractual requirements as specified. Indicate your company name and the length of time you have been in business providing this type of service:

Name of Proposer: _____

Years and Months in Operation: _____

Years and Months Providing Service to School Districts: _____

PROPOSER REFERENCES

Proposers shall provide a listing of at least three (3) references for which the company has provided specified goods/services of the same or greater scope offered within the last three (3) years. La Mesa-Spring Valley School District cannot be used as a reference. The District reserves the right to contact the references regarding the performance of the proposed system and the qualifications of the Proposer.

1 Agency Name:

Business Address: _____

Contact Person:

Telephone Number:

Email Address:

Size/Scope of Contract:

Dates of Service: _____

2 Agency Name:

Business Address: _____

Contact Person:

Telephone Number:

Email Address:

Size/Scope of Contract:

Dates of Service: _____

3 Agency Name:

Business Address: _____

Contact Person:

Telephone Number:

Email Address:

Size/Scope of Contract:

Dates of Service: _____

THIS PAGE MUST BE SUBMITTED WITH YOUR PROPOSAL

LA MESA-SPRING VALLEY SCHOOL DISTRICT AGREEMENT

THIS AGREEMENT, made this ____ day of _____ in the County of San Diego, State of California, by and between the La Mesa-Spring Valley School District, hereinafter called the District, and _____, hereinafter called the "Proposer."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **TERM:** The term of this Agreement shall be from the date of award, through the end of the 2026-2027 school year (June 30, 2027). All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.
2. **SCOPE OF WORK:** Proposer shall perform and render all goods and services as prescribed and required by the Notice to Proposer, Information for Proposer, Terms and Conditions, Specifications/Contract Scope, Agreement, Proposal Form, and all documents forming a part of the RFP package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.
3. **HOLD HARMLESS CLAUSE:** The Proposer must hold, keep, bear harmless and fully indemnify the District and all of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by the District or by any of its officers or agents, or articles to be supplied under this contract.
4. **THE DISTRICT'S INSPECTOR:** All items shall be subject to the District inspection. Inspection of items shall not relieve the Proposer from any obligation to fulfill this Contract. Defective items shall be made good by the Proposer, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Proposer shall forthwith remedy such defect in a manner satisfactory to the District.
5. **REMOVAL OF REJECTED ITEMS:** All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Proposer who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.
6. **TERMINATION:** This Agreement may be terminated by the District upon thirty (30) days written notice to Proposer. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.
7. **CONTRACT RELATIONSHIP:** While engaged in carrying out and complying with the terms and conditions of this Contract, the Proposer is an independent contractor, and is not an officer, employee, or agent of the District.
8. **CONTRACT DOCUMENTS:** The complete Contract consists of the following documents: The Notice to Proposer, Information for Proposer, Terms and Conditions, Specifications/Contract Scope, Agreement, Proposal Form, and all documents forming a part of the RFP package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.
9. **INSURANCE PERMITS AND LICENSES REQUIRED OF THE PROPOSER:** The Proposer shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Terms and Conditions.

The Proposer and all of its employees/agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of the goods and services covered under this Contract. All operations and materials shall be in accordance with the law.

10. **DELAY DUE TO UNFORESEEN OBSTACLES:** The parties to this Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault of neglect of the party not performing.
11. **PAYMENTS:** Proposer will be paid upon receipt and acceptance of goods and services specified. For prompt payment, billing must be accurate in all details, and invoices must be submitted to the La Mesa-Spring Valley School District, Child Nutrition Department, 3838 Conrad Drive, Spring Valley, CA 91977. Attention: Fiscal Services.
12. **COMPENSATION:** Proposer shall be compensated for the performance of its obligations under this Agreement as specified in the executed Contract Documents, incorporated herein by reference.
13. **PRICES:** All prices and percentages agreed upon by the parties hereto shall remain firm for the 12 month term of the contract. The Proposer agrees to this condition by signing this Agreement. Price adjustments, if any, will be submitted for consideration during the annual renewal process.
14. **ASSIGNMENT OF CONTRACT:** The Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the written consent of the District.
15. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified in this Agreement. Proposer, by execution of the Agreement, acknowledges Proposer has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

PROPOSER

LA MESA-SPRING VALLEY SCHOOL DISTRICT

Signature

Signature

Name (typed/printed)

Tina Douglas

Name (typed/printed)

Title

Assistant Superintendent, Business Services

Title

:

Date

Date

Company
Name: _____

Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 1 – Commodity Processed and Commercial Equivalents				
1	Beef, Cheeseburger, Fully cooked, WG, IW, 4.2 oz ea., 75 svg/cs, Don Lee Farms #QCB475 Commodity Processed	100 cases		
2	Beef, Cheeseburger Sliders, Mini, WG, IW, 4.55 oz ea., 72 svg/cs, Don Lee Farms #QCB655 Commodity Processed	250 cases		
3	Beef, Rib Patty, BBQ, 2.4 oz ea., 201 svg/cs, Don Lee Farms #CNQ512403 Commodity Processed	50 cases		
4	Beef, Steak Burger Patty, LS, 2.25 oz ea., 240 svg/cs, Don Lee Farms #CNQ162253 Commodity Processed	200 cases		
5	Beef, Taco Filling Crumble, 4/10# bags/cs, Don Lee Farms, #CNQ85104 Commodity Processed	200 cases		
6	Beef Meatballs, Fully Cooked Italian, 2 oz/svg, 200 svg/cs, Don Lee Farms, #CNQ19053 Commodity Processed	100 cases		
7	Beef Meatballs, Fully Cooked Italian, 2 oz/svg, 200 svg/cs, Don Lee Farms, #CNQ19053 Commodity Processed	100 cases		
8	Beef Cheese, Taco Crisp-Ups 2.27oz/svg. 106 svg/cs, Don Lee Farms #QSCUBCT Commodity Processed	100 cases		
9	Beef, Rib Patty, Honey BBQ, 3.25 oz, 100 svg/cs Advance Pierre/Tyson #10000013816 Commodity Processed	300 case		
10	Beef, Sliced, Seasoned, Fully Cooked; 8/2.5lb; 118/2.7oz svg/cs Advance Pierre/Tyson #10000059993 Commodity Process	75 cases		
11	Beef, Pub Burger Patty, 3 oz, 160svg/cs Advance Pierre/Tyson 10000015230 Commodity Processed	100 cases		

Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 1 – Commodity Processed and Commercial Equivalents				
12	Beef, Cheeseburger Mini Twin Sandwiches, 4.6 oz; 96 svgs/cs Advance Pierre/Tyson #1000055327 Commodity Processed	100 cases		
13	Quesadilla, 2-Cheese & Green Chile, 4.4 oz; 48 svgs/cs MCI Foods/Los Cabos #45227 Commodity Processed	150 cases		
14	Burrito, Xtreme, Bean & Cheese WG, IW, 5.2 oz; 96 svg/cs MCI Foods/Los Cabos #71662 Commodity Processed	150 cases		
15	Dip, Bean & 2-Cheeses, 3.35oz; 48ct/cs MCI Foods/Los Cabos #73342 Commodity Processed	150 cases		
16	Burrito, Egg, Cheese, Bacon, 3.4oz; 120ct/cs MCI Foods/Los Cabos #98336 Commodity Processed	150 cases		
17	Burrito, Egg, Cheese, Beef Chorizo WG 3.2oz; 54ct/cs Arizona Gold #3710320 Commodity Processed	150 cases		
18	Burrito, Bean & Cheese Lower Sodium WG 5.75 oz; 54 ct/cs Arizona Gold Commodity Processed	150 cases		
19	Burrito, Egg, Cheese, Pork Sausage WG 3.15 oz; 54 ct/cs Arizona Gold Commodity Processed	150 cases		
20	French Bread, Garlic Cheese 8” WW 4.5 oz; 60 ct/cs Nardone Bros. Baking #60WGUM2 Commodity Processed	100 cases		
21	Pizza, Deep Dish, Pepperoni 5” WW 5.4 oz; 60 ct/cs Nardone Bros. Baking #5WRMP1NY2 Commodity Processed	150 cases		

Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
22	Pizza, Deep Dish, Cheese 5" WW 5.35 oz; 60 ct/cs Nardone Bros. Baking #5WRMNY2 Commodity Processed	100 cases		
Category 1 – Commodity Processed and Commercial Equivalents				
23	Pizza Bagel, Eggs, Sausage, Bacon & Cheese Sauce WW 3.42oz; 96ct/cs Nardone Bros. Baking #96WBR Commodity Processed	75 cases		
24	Pizza, Turkey Pepperoni, 4x6 WW 5 oz; 96 svgs/cs Nardone Bros. Baking #96WWTP4X6 Commodity Processed	150 cases		
25	Pizza, Cheese, 4x6 WW 5 oz; 96 svgs/cs Nardone Bros. Baking #96WW2-4X6 Commodity Processed	150 cases		
26	Pizza, Cheese, 4x6 WW 5 oz; 96 svgs/cs Nardone Bros. Baking #96WW2-4X6 Commodity Processed	100 cases		
27	Pizza Bagel, Mini Cheese WG 1.17 oz; 384 ct/cs Tasty Brands #5222 Commodity Processed	150 cases		
28	Tortellini, Four Cheese, RTE, WG, 6/5lb; 211 svgs/cs Tasty Brands #00830WG Commodity Processed	150 cases		
29	Breadstick, Twisted Garlic Mozzarella WG, 2 oz; 144 ct/cs Tasty Brands #62001 Commodity Processed	300 cases		
30	Sandwich, Turkey & Cheese Sub WG IW 4.65 oz; 72 ct/cs Tasty Brands #70080 Commodity Processed	150 cases		
31	Sandwich, Turkey Ham & 2-Cheese on Brioche WG IW, 4.5 oz; 72 ct/cs Tasty Brands #70016 Commodity Processed	150 cases		
32	Cheese, Mozzarella, Shredded, 4/5#/cs, Land O Lakes, #41698 Commodity Processed	100 cases		

33	Cheese, Mild Cheddar, Shredded, 4-5#/cs, Land O Lakes, #41749 Commodity Process	100 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 1 – Commodity Processed and Commercial Equivalents				
34	Cheese, String, Mozzarella, IW, 1oz, 168/cs, Land O Lakes, #59701 Commodity Processed	200 cases		
35	Cheese, Stick, Colby Jack, RF, IW 1 oz, 168/cs Land O Lakes, #44875 Commodity Processed	200 cases		
36	Cheese, Sauce, Jalapeno 6/106 oz bags/cs, Land O Lakes, #39946 Commodity Processed	150 cases		
37	Cheese, Sauce, Jalapeno, Cups 3 oz ea., 140/cs Land O Lakes #39912 Commodity Processed	50 cases		
38	Cheese, Pepper Jack, Sliced, 8/1.5 pks/cs, Land O Lakes, #44238 Commodity Processed	25 cases		
39	Cheese, American Sliced, 4-5#/cs, Land O Lakes, 46016 Commodity Processed	100 cases		
40	Cheese, Cubes, Mild Cheddar, RF, IW, 1oz, 200/cs Land O Lakes, #44113 Commodity Processed	200 cases		
41	Cheese, Cubes, Colby Jack, RF, IW, 1oz, 200/cs Land O Lakes, #44115 Commodity Processed	200 cases		
42	Mac & Cheese, Reduced Fat, WG, 6/5#/cs Land O Lakes #43277 Commodity Processed	350 cases		
43	Sandwich, English Muffin, Egg & Cheese WG IW, 3.25 oz; 96 ct/cs Bake Crafters #6604 Commodity Processed	100 cases		

44	Sandwich, Croissant, Egg & American Cheese WG IW, 2.5 oz; 100 ct/cs Bake Crafters #4605 Commodity Processed	100 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 1 – Commodity Processed and Commercial Equivalents				
45	Sandwich, Maple Pancake, Chicken Sausage & Cheese WG IW, 2.85 oz; 168 ct Bake Crafters #9126 Commodity Processed	50 cases		
46	Sandwich, Grilled Cheese, American & Mozzarella LS WG IW, 4.5 oz; 108 ct/cs Bake Crafters #6676 Commodity Processed	100 cases		
47	Sandwich, Grilled Cheese, Pepper Jack & Mozzarella WG IW, 4.05 oz; 108 ct/cs Bake Crafters #6726 Commodity Processed	50 cases		
48	Bites, Mozzarella WG, 1.03 oz; 60 svgs/cs Bake Crafters #3712 Commodity Processed	75 cases		
49	Chicken Breast Fillet, Breaded, Whole Muscle, Spicy WG, 4.10 oz; 4/5lb; 78 ct/cs Rich Chicks #13410 Commodity Processed	25 cases		
50	Chicken Breast Fillet, Breaded, Whole Muscle, WG, 4.10 oz; 4/5lb; 78 ct/cs Rich Chicks #13424 Commodity Processed	50 cases		
51	Chicken Popcorn, Breaded, Fully Cooked WG, 3 oz; 107 svgs/cs Rich Chicks #54409 Commodity Processed	100 cases		
52	Chicken Nuggets, Breaded, Fully Cooked WG, 3 oz; 107 svgs/cs Rich Chicks #54410 Commodity Processed	200 cases		
53	Chicken Patty, Slider, Breaded, Fully Cooked WG, 1.5 oz; 214 ct/cs Rich Chicks #54411 Commodity Processed	100 cases		
54	Chicken Patty, Breaded, Natural Shape, Spicy, Fully Cooked WG W/D 3 oz; 107 ct/cs Rich Chicks #54464 Commodity Processed	50 cases		

55	Chicken Patty, Breaded, Natural Shape, Fully Cooked WG W/D 3 oz; 107 ct/cs Rich Chicks #54463 Commodity Processed	150 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 1 – Commodity Processed and Commercial Equivalents				
56	Chicken Tender, Breaded, Fully Cooked WG W/D 3 oz; 107 svgs/cs Rich Chicks #54453 Commodity Processed	250 cases		
57	Chicken Tender, Breaded, Whole Muscle, Spicy WG, 4.14 oz; 77 svgs/cs Rich Chicks #54497 Commodity Processed	50 cases		
58	Chicken Tender, Breaded, Homestyle, MWWM, WG, 1.5 oz; 110 svgs/cs Tyson #17033220928 Commodity Processed	150 cases		
59	Chicken Tenders, Breaded, Nashville Hot, MWWM, WG, 1.55 oz; 105 svgs/cs Tyson #10000038479 Commodity Processed	25 cases		
60	Chicken Breast Filet, Breaded, Golden Crispy, MWWM, WG, 3.75 oz; 120 ct/cs Tyson #10703020928 Commodity Processed	150 cases		
61	Chicken Breast Filet, Breaded, Hot & Spicy, MWWM, WG, 3.75 oz; 132 ct/cs Tyson #10703120928 Commodity Processed	75 cases		
62	Chicken Wings, Oven Roasted, Glazed 3 oz; 4-7.5lb/cs Tyson #10346960928 Commodity Processed	125 cases		
63	Chicken Nuggets, Breaded WG, 0.66 oz; 28.35lb/cs; 137 svgs/cs Tyson #100021550928 Commodity Processed	125 cases		
64	Chicken Popcorn, Breaded Bites WG, 0.257 oz; 30lb; 125 svgs/cs Tyson #10029400928 Commodity Processed	50 cases		
65	Corn Dog, Chicken, Mini WG 0.67 oz; 30lb; 120 svgs/cs Tyson #10270240928 Commodity Processed	100 cases		

66	Chicken, Mandarin Jr, 3.6 oz; 43.5lb/cs; 192 svgs/cs Yangs 5 th Taste #8-52724-15555-5 Commodity Processed	300 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 1 – Commodity Processed and Commercial Equivalents				
67	Chicken, Teriyaki, Gluten Free, 2.8 oz; 240 svgs/cs Yangs 5 th Taste #8-52724-25559-3 Commodity Processed	200 cases		
68	Chicken, Sweet & Sour; 3.6 oz; 43.5lb/cs; 192 svgs/cs Yangs 5 th Taste #8-52724-15551-7 Commodity Processed	100 cases		
69	Chicken, Tikka Masala, 2.89 oz; 43.28lb; 240 svgs/cs International Food Solutions/Aahar Foods #8120010 Commodity Processed	100 cases		
70	Chicken, Sriracha Honey, 3.9 oz; 42.9lb/cs; 176 svgs/cs Asian Food Solutions #72013 Commodity Processed	100 cases		
71	Sandwich, Uncrustable, PB Grape, WG IW; 5.3 oz; 72 ct/cs Smuckers #5150021027 Commodity Processed	500 cases		
72	Sandwich, Uncrustable, PB Strawberry, WG IW; 5.3 oz; 72 ct/cs Smuckers #5150006966 Commodity Processed	500 cases		
73	Pork, Chopped, Western Texas BBQ Sauce, 4/5lb/cs Brookwood Farms #12307 Commodity Processed	50 cases		
74	Pork, Chopped, Carnitas Style; 4/5lb/cs Brookwood Farms #12303 Commodity Processed	100 cases		
75	Pork, Chopped, BBQ Semi Dry; 8/5lb/cs Brookwood Farms #12302 Commodity Processed	100 cases		
76	Turkey, Chopped, Western Texas BBQ Sauce; 4/5lb/cs Brookwood Farms #16300 Commodity Processed	50 cases		

77	Turkey, Chopped, Pit Cooked, Semi Dry; 4/5lb/cs Brookwood Farms Commodity Processed	100 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 1 – Commodity Processed and Commercial Equivalents				
78	Turkey, Italian Combo Pack, Sliced; 12-11b/cs Jennie-O/Hormel #209612 Commodity Processed	50 cases		
79	Turkey, Chunked & Shredded and Gravy, Fully Cooked 4.35 oz; 4/7lb; 102 svgs/cs Jennie-O/Hormel #286228 Commodity Processed	100 cases		
80	Turkey, Bacon, Fully Cooked; 7.5lb/cs Jennie-O/Hormel #271106 Commodity Processed	25 cases		
81	Turkey, Pepperoni, Sliced; 8/2-2.5lb/cs Jennie-O/Hormel #213008 Commodity Processed	200 cases		
82	Turkey Breast, Sliced, Oven Roasted, All Natural; 6-2lb/cs Jennie-O/Hormel #231812 Commodity Processed	150 cases		
83	Turkey Breast, Sticks, Smokehouse, All Natural 1.2 oz; 200 ct/cs Jennie-O/Hormel #163374 Commodity Processed	100 cases		
Category 2 – Refrigerated and Frozen Items				
84	Chicken, Tinga, Shredded, 2.54 oz; 8-5lb/cs; 253 svgs/cs Asian Food Solutions #471045	50 cases		
85	Sandwich, WOWButter & Jelly w/ Crust, WG IW, 4.6 oz; 40 ct/cs Albies Foods #608	150 cases		
86	Waffle, Snack’N Buttery maple WG IW, 2.4 oz; 96 ct/cs Arlington Valley Farms #110	350 cases		

87	Pita, Mini, 2", Round, Multigrain; 0.3 oz; 800 ct/cs Atoria's Family Bakery #6002	50 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 2 – Refrigerated and Frozen Items				
88	Croissant, Margarine, Sliced, RF WG, 2.2 oz; 150 ct/cs Bake Crafters #869	75 cases		
89	French Toast Bites, Bulk, WG, 3 oz; 53 svgs/cs Bake Crafters #408	50 cases		
90	French Toast Sticks, 2-pack, WG IW; 3 oz; 88 svgs/cs Bake Crafters #449	100 cases		
91	Poffitz, Pancake Bites, WG IW, 2.4 oz; 72 ct/cs Bake Crafters #1673	100 cases		
92	Turkey Taco Nada, Bulk, WG, 4.5 oz; 60 ct/cs Bell Tasty #TACONADA2B12B	300 cases		
93	Sandwich, Stuffed, Buffalo Chicken WG IW 4.4 oz; 48 ct/cs Big Daddy's/Schwans #55292	50 cases		
94	Sandwich, Stuffed, Turkey Pepperoni WG IW 4.4 oz; 48 ct/cs Big Daddy's/Schwans #55293	50 cases		
95	Biscuit, Honey Wheat WG, 2.25 oz; 100 ct/cs Bridgford #6285	100 cases		
96	Dough, Cinnamon Roll, WG, 2.5 oz; 144 ct/cs Bridgford #6719	50 cases		
97	Beef Brisket, Sliced, West Texas BBQ Sauce, 2-5lb/cs Brookwood Farms #11008	25 cases		

98	Cookie, Holiday WG IW, 1 oz; 150 ct/cs; Assorted Varieties Buena Vista #71220, #72820, #72920, #73820, #74040, #73720, #73920, #716260	350 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 2 – Refrigerated and Frozen Items				
99	Muffin, Blueberry, WG IW, 3 oz; 120 ct/cs Buena Vista #60326	50 cases		
100	Muffin, Chocolate Chip, WG IW, 3 oz; 120 ct/cs Buena Vista #60826	50 cases		
101	Muffin Top, Chocolate, WG IW, 3.2 oz; 120 ct/cs Buena Vista #63186	50 cases		
102	Croissant, Ham & Swiss Cheese, WG, 3.6 oz; 60 ct/cs Buena Vista #32540	100 cases		
103	Crumble, Cinnamon WG IW, 4 oz; 72 ct/cs Buena Vista #90040	100 cases		
104	Tamale, Chicken, Red Sauce, GF WG, 5 oz; 48 ct/cs Del Real #767	350 cases		
105	Tamale, Chicken, Green Sauce, GF WG, 5 oz; 48 ct/cs Del Real #124	100 cases		
106	Chicken Corn Dog, Whole Grain Jumbo, 4 oz, 72 svg/cs Don Lee Farms #CN34072WG	250 cases		
107	Pancakes, Mini Maple, WG IW, 3.03 oz; 72 ct/cs Eggo #38000-92562	150 cases		
108	All Beef, Hot Dog, 8"; 2-5lb/cs Farmland #70247810960/517175	100 cases		

109	Batter, Blueberry Muffin WG, 2-9lb/cs Fat Cat Bakery #WGBLUMFN-9#	50 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 2 – Refrigerated and Frozen Items				
110	Batter, Cowgirl Muffin WG, 2-9lb/cs Fat Cat Bakery #WGCOWMFN-9#	50 cases		
111	Batter, Banana Chocolate Chip, WG, 2-9lb/cs Fat Cat Bakery #WGBANCCMFN-9#	100 cases		
112	Dough, Scone, Chocolate Chip WG, 3 oz; 96 ct/cs Fat Cat Bakery #WGCC96-2GB	375 cases		
113	Pretzel, Soft 51% WG IW, 2.2 oz; 100 ct/cs J&J Snack Foods #30410	50 cases		
114	Chili, Vegetable, 3-Bean, 8 oz; 6-5lb/cs JTM #5383	25 cases		
115	Sauce, Alfredo, Reduced Sodium, 6-5lb/cs JTM #5722	25 cases		
116	Sauce, Sweet Teriyaki, GF, 6-5lb/cs JTM #73470	25 cases		
117	Concha, White, WG IW, 2.25 oz; 84 ct/cs Lupitas #1451	350 cases		
118	Potato, Tater Tots, 6-5lb/cs Mccain Foods #OIF00215A	200 cases		
119	Taquitos, Chicken, WG IW, 4.4 oz; 50 svgs/cs Michael B's #CTB43	100 cases		

VENDOR NAME: _____

PROPOSER MUST COMPLETE BOTH COLUMNS

120	Taquitos, Beef & Cheese, Bulk, WG, 2.36 oz; 100 ct/cs Michael B's #BCT50	100 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 2 – Refrigerated and Frozen Items				
121	Double Dogs, Chicken WG IW, 4 oz; 60 ct/cs Michael B's #DD400	100 cases		
122	Pretzel Dog, Chicken, WG IW, Halal, 4 oz; 60 ct/cs Michael B's #HHF464	25 cases		
123	Sandwich, Hoagie, Turkey Breast & Cheese, Halal, 4.5 oz; 60 ct Michael B's #HHF443	25 cases		
124	Egg, Hard-Cooked, Peeled, Cage-Free; 144 ct/cs Michael Foods	100 cases		
125	Beef, Hot Dog, 8/1, 6" Halal; 2/5lb/cs Millers #5768	150 cases		
126	Wings, Buffalo, Vegan, 0.66 oz; 240 ct/cs Morningstar/Kelloggs #28989-10407	150 cases		
127	Flatbread, Stackables, WG, 4 oz; 144 ct/cs Rich's #20215	50 cases		
128	Flatbread, Mini Flat Rounds, WG 1 oz; 192 ct/cs Rich's #00828	100 cases		
129	Dough, Mini Sub Roll WG, 2.4 oz; 180 ct/cs Rich's #11782	50 cases		
130	Dough, Biscuit, Handi Split WG, 2.6 oz; 182 ct/cs Rich's #13457	75 cases		

131	Pizza Crust, Parbaked, 12x16", WG, 17 oz; 16 ea/cs Rich's #14007	25 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 2 – Refrigerated and Frozen Items				
132	Icing, Vanilla, Heat N' Ice, 12 lb Rich's #9976	25 cases		
133	Emoji Cherry/Lime Ice Cup, 4.4 oz; 90 ct/cs Rosati #0-77222-35488-4	75 cases		
134	Soybean, Shelled Edamame; 6-2.5lb/cs Simplot #403349	25 cases		
135	Bun, Breakfast 51% WW IW, 2.6 oz; 60 ct/cs Sky Blue #WWB5160	1000 cases		
136	Loaf, Cinnamon Crumb WG, 3 oz; 72 ct/cs Sky Blue # CRC272	100 cases		
137	Loaf, Corn Bread WG, 2.5 oz; 96 ct/cs Sky Blue #CBLD296	200 cases		
138	Muffin, Mini Blueberry WG, 1.6 oz; 96 ct/cs Sky Blue #WMBLU196	50 cases		
139	Dumplings, Chic Ginger WG; 6.875lb/cs; 120 pieces/cs Sobo #SOBO204	100 cases		
140	Dumplings, Chicken, General Tso; 7.96lb/cs; 168 pieces/cs Sobo #SOBO206	100 cases		
141	Dumplings, Pork, Korean BBQ; 7.96lb/cs; 168 pieces/cs Sobo #SOBO207	100 cases		

142	Pizza, Cheese, Square, Gluten Free 5", 5 oz; 24 ct/cs Still Riding Foods #SRFGF-5RD	25 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 2 – Refrigerated and Frozen Items				
143	Egg, Patty, Grilled, Cage Free, 1.25 oz; 369 ct/cs Sunny Fresh #41710	50 cases		
144	Egg, Bites, Bacon & White Cheddar, 2 oz; 120 ct/cs Sunny Fresh #30293-110034206	50 cases		
145	Dough, Croissant, Straight Margarine, Freezer-to-Oven Ready, WG 2.5 oz; 84 ct/cs Tasty Brands #20524	300 cases		
146	Garlic Knot, NY Style, WG, 2 oz, 162 ct/cs Tasty Brands #81002	300 cases		
147	Onion Rings, Breaded WG, 6-5lb/cs Tasty Brands #33504	75 cases		
148	Bagel, White Whole Wheat, Sliced, Bulk, 2,24 oz; 72 ct/cs Tony Robert #19231	750 cases		
149	Pizza, French Bread, Cheese 6", 51% WG, Bulk, 5.5 oz; 60 ct/cs Tony's/Schwans #72671	100 cases		
150	Pizza, French Bread, Pepperoni 6", 51% WG, Bulk, 5.4 oz; 60 ct/cs Tony's/Schwans #72672	75 cases		
151	Fish Sticks, Pollock, Baja, Breaded, WG; 10lb/cs Trident #418304	150 cases		
152	Bagel, Gluten Free, Plain IW, 3.5 oz; 24 ct/cs Udis #80660/565431	25 cases		

VENDOR NAME: _____

PROPOSER MUST COMPLETE BOTH COLUMNS

Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
153	Bun, Hot Dog, Gluten Free; 6-14.3 oz/cs Udis #9899780932/6128	25 cases		
Category 2 – Refrigerated and Frozen Items				
154	Bun, Hamburger, Gluten Free, 3.2 oz; 24 ct/cs Udis #80644/565421	25 cases		
Category 3 – Dry Goods/Shelf Stable Items				
155	Pan Spray, Butter; 6/17 oz Butter Buds #5624	25 cases		
156	Pizza Sauce, Canned, 6/#10 CHH #41230	25 cases		
157	Spaghetti Sauce, Canned 6/#10 CHH #41230	150 cases		
158	Hot Sauce, Cholula, 7.5ml; 200 ct/cs 710585/90160750	50 cases		
159	Crackers, Veggie Crisps, WG, 10z; 108 ct/cs Darlington #76301	100 cases		
160	Jalapenos, Sliced, Canned, 6/#10 Del Sol #DS00115	75 cases		
161	Crackers, Farmers Market WG IW, 1 oz; 120 ct/cs Educational Snacks #ES1003	75 cases		
162	Crackers, Presidents WG IW, 1 oz; 120 ct/cs Educational Crackers #SC8802	75 cases		
163	Chips, Doritos, Cool Ranch RF WG, 1 oz; 72 ct/cs Frito-Lay/Pepsico #36096	100 cases		

164	Chips, Doritos, Nacho Cheese RF WG, 1 oz; 72 ct/cs Frito-Lay/Pepsico #31748	100 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 3 – Dry Goods/Shelf Stable Items				
165	Salsa Verde, Canned, 6/#10 cans Embasa #7874	50 cases		
166	Salsa, Red, Mexicana, 6/#10 cans Embasa #7872	50 cases		
167	Chips, Fritos Corn Chips, WG, 0.75 oz; 120 ct/cs Frito-Lay/Pepsico #19852	100 cases		
168	Chips, Walking Taco, Fritos Corn Chips, WG, 1.5oz; 60 ct/cs Frito-Lay/Pepsico #69394	100 cases		
169	Chips, Cheetos Puffs, RF, WG, 0.7 oz; 72 ct/cs Frito Lay/Pepsico #21920	100 cases		
170	Chips, Cheetos Ranch Fantastix, 0.9 oz; 104 ct/cs Frito-Lay/Pepsico #74993	100 cases		
171	Chips, Funyuns, Baked Onion Snack WG, 0.75 oz; 104 ct/cs Frito-Lay/Pepsico #66689	200 cases		
172	Chips, Sun Chips, Multigrain, Harvest Cheddar, 1 oz; 104 ct/cs Frito-Lay/Pepsico #11142	100 cases		
173	Chips, Tostitos Scoops Baked WG, 0.875 oz; 72 ct/cs Frito-Lay/Pepsico #42537	100 cases		
174	Pretzels, Hartzels WG, 0.70 oz; 104 ct/cs Frito-Lay/Pepsico #15940	100 cases		

175	Mayonnaise, Lite; 4/1gal Garden Banner #GB1040	50 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 3 – Dry Goods/Shelf Stable Items				
176	BBQ Sauce, Original; 4/1gal Gayles #400405	50 cases		
177	Cereal, Honey Cheerios, GF WG, 2oz; 60 ct/cs General Mills #18448	400 cases		
178	Cereal, Cinnamon Chex, GF WG, 2 oz; 60 ct/cs General Mills #14883	250 cases		
179	Cereal, Cocoa Puffs, 25% Less Sugar, WG, 2 oz; 60 ct/cs General Mills #14885	400 cases		
180	Cereal, Cinnamon Toast Crunch, 25% Less Sugar, WG, 2 oz; 60 ct/cs General Mills #14886	200 cases		
181	Cereal, Trix, 25% Less Sugar, WG, 2 oz; 60 ct/cs General Mills #19567	50 cases		
182	Cereal, Lucky Charms, 25% Less Sugar, WG, 2 oz; 60 ct/cs General Mills #22489000	50 cases		
183	Cereal, Frosted Cornflakes, WG, 2 oz; 60 ct/cs General Mills #2356500	50 cases		
184	Cereal, Cheerios, Bowlpak, WG, 1 oz; 96 ct/cs General Mills #32262	50 cases		
185	Cereal, Honey Cheerios, Bowlpak, WG, 1 oz; 96 ct/cs General Mills #18447000	50 cases		

186	Cereal, Cinnamon Chex, Bowlpak, WG, 1 oz; 96 ct/cs General Mills #38387	50 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 3 – Dry Goods/Shelf Stable Items				
187	Cereal, Trix, 25% Less Sugar, Bowlpak, WG, 1 oz; 96 ct/cs General Mills #31922	50 cases		
188	Chex Mix, Snack, Cheddar, WG, 0.92 oz; 60 ct/cs General Mills #31932	50 cases		
189	Chex Mix, Snack, Chocolate Caramel, WG, 1.03 oz; 60 ct/cs General Mills #319233	50 cases		
190	Chex Mix, Snack, Strawberry Yogurt, WG, 1.03 oz; 60 ct/cs General Mills #31937	50 cases		
200	Mustard, Yellow; 4/1gal Golden State #73120/00006	25 cases		
201	Milk, 1% Lowfat, White, Shelf-Stable, 8 fl. Oz; 27 ct/cs Gossner #947130	200 cases		
202	Milk, Fat Free, Chocolate, Shelf-Stable, 8 fl. Oz; 27 ct/case Gossner #950015	200 cases		
203	Potatoes, Mashed 12-26 oz/cs Idahoan #2970000313	100 cases		
204	Crackers, Churro Crunch & Crave, WG, 1 oz; 160 ct/cs J&J Snack Foods #2049193	50 cases		
205	Crackers, Jungle, WG, 1 oz; 200 ct/cs J&J Snack Foods #39085	50 cases		

206	Grahams, Belly Bear, Chocolate, WG; 200 ct/cs J&J Snack Foods #56070	50 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 3 – Dry Goods/Shelf Stable Items				
207	Grahams, Belly Bear, Cinnamon, WG, 1 oz; 200 ct/cs J&J Snack Foods #56072	50 cases		
208	Pineapple Tidbits in Juice, Canned; 6/#10 Jackpot #PAP007	25 cases		
209	Mandarin Orange Segments, Canned; 6/#10 Jackpot #MOR002	25 cases		
210	Juice, 100% Orange Tangerine, 4.23oz; 40 ct/cs Juicy Juice #00058	50 cases		
211	Juice, 100% Apple, 4.23 oz; 40 ct/cs Juicy Juice #00055	50 cases		
212	Juice, 100% Fruit Punch, 4.23 oz; 40 ct/cs Juicy Juice #00059	50 cases		
213	Grahams, Scooby Doo Stix, Cinnamon, 1 oz; 210 ct/cs Kelloggs #30100-50689	50 cases		
214	Grahams, Cinnamon Bug Bites, 1 oz; 210 ct/cs Kelloggs #30100-55644	50 cases		
215	Crackers, Cheez-Its, WG, 0.75oz; 175 ct/cs Kelloggs #24100-79263	50 cases		
216	Grahams, Vanilla Chat Snax, 1 oz; 210 ct/cs Kelloggs #30100-12695	50 cases		

217	Grahams, Tiger Bites, Original, 1 oz; 150 ct/cs Kelloggs #30100-40213	50 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 3 – Dry Goods/Shelf Stable Items				
218	Buffalo Wing Sauce, 4/1 gal Kens Foods #SJ1736HF	25 cases		
219	Dressing, Ranch; 4/1gal Kens Foods #789	200 cases		
220	Dressing, Creamy Caesar; 4/1gal Kens Foods #827	50 cases		
221	Dressing, Ranch, 1.5 oz; 60 ct/cs Kens Foods #340481	50 cases		
222	Dressing, Creamy Caesar, 1.5 oz; 60 ct/cs Kens Foods #0827A5	25 cases		
223	Taco Seasoning Mix, Reduced Sodium 6/9oz Kent Precision Foods #V411-D91	25 cases		
224	Chicken Gravy Mix, No MSG; 8/14 oz Kent Precision Foods #073T-T0700	25 cases		
225	Mayonnaise Packets, 12 gram; 500 ct/cs Kraft Heinz #130005314000	25 cases		
226	Ketchup, Tomato, Canned; 6/#10 Kraft Heinz #00130005129000	150 cases		
227	Ketchup, Tomato, Packets, 9gram; 1000ct/cs Kraft Heinz #00130009848000	25 cases		

VENDOR NAME: _____

PROPOSER MUST COMPLETE BOTH COLUMNS

228	Chips, Tortilla, Corn, Yellow, Round WG IW, 2 oz; 100 ct/cs La Tapatia #77009	350 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 3 – Dry Goods/Shelf Stable Items				
229	Lemon Juice, from Concentrate, 12/32 oz Lucy's #890985000122	15 cases		
230	Lime Juice, from Concentrate, 12/32 oz Lucy's #1009	15 cases		
231	Dressing, Asian Sesame, 4/1gal Marzetti Company #4164	15 cases		
232	Dressing, Golden Italian, 4/1 gal Marzetti Company #80032	15 cases		
233	Croutons, MultiGrain, 4-40z/cs Marzetti Company #140036	100 cases		
234	Vanilla Dino Bites, WG, 1 oz; 150ct/cs MJM #524150	50 cases		
235	Grahams, Honey with Fiber WG, 1 oz; 150 ct/cs MJM #300151	50 cases		
236	Crackers, Savory Herb WG, 1oz; 155ct/cs MJM #803155	50 cases		
237	Grahams, Maple Sunrise Bites, 2 oz; 100 ct/cs MJM #770100	750 cases		
238	Salt, Iodized; 24/26oz Mortons #24600010030	10 cases		

259	Pickle Chips, Dill Smooth, 1/8; 4/1gal Mrs Klein Pickle #65041	125 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 3 – Dry Goods/Shelf Stable Items				
260	Dark Chili Powder; 1lb Pacific Spice #CHILPWD12I	25 each		
261	Ground Black Pepper; 1lb Pacific Spice #PEPBG12I	25 each		
262	Domestic Garlic Powder; 1lb Pacific Spice #1GP12I	25 each		
263	Onion Powder; 1.25lb Pacific Spice #2OP12125	25 each		
264	Ground Oregano; 12oz Pacific Spice #ORMG12I	25 each		
265	Domestic Paprika; 1lb Pacific Spice #PAPC12I	25 each		
266	Italian Seasoning Crushed; 6/2lb Pacific Spice #ITC6I	4 case		
267	Goldfish, Cheddar, WG IW, 0.75oz; 300ct/cs Pepperidge Farm #18105	50 cases		
268	Goldfish, Pretzel, WG IW, 0.75 oz; 300 ct/cs Pepperidge Farm #14396	25 cases		
269	Goldfish, Giant Cinnamon Graham, WG IW, 0.9oz; 300ct/cs Pepperidge Farm #26830	25 cases		

270	Mustard Packets, IW, 5.5 gram; 500 ct/cs Portion Pac #716037053901	25 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 3 – Dry Goods/Shelf Stable Items				
271	Buttermilk Ranch Dressing Packets, IW, 12 gram; 200ct/cs Portion Pac #716037228101	25 cases		
272	Bottled Water, Purified, 16.9oz; 24ct/cs Pure Life #6827493471	200 cases		
273	Bottles Water, Purified; 8oz; 48 ct/cs Pure Life #6827432228	50 cases		
274	Spaghetti Sauce, Canned; 6/#10 Red Gold #RPKMA9C	150 cases		
275	Sauce, Pasta, Bolognese, Plant-Based, Canned; 6/#10 Red Gold #REDMDX9	50 cases		
276	Granola, Cinnamon, GF, WG IW, 1 oz; 250 ct/cs Rockin'Ola #8004209	50 cases		
277	Granola, Cinnamon, GF, WG IW, 2 oz; 125ct/cs Rockin'Ola #8004230	25 cases		
278	Granola, Cinnamon, Bulk WG; 4/50oz Malt O Meal #07485	100 cases		
279	Baking Soda; 24/11b Rumford #01651	15 cases		
280	Vinegar, White, Distilled; 4/1gal Avo #V20001	15 cases		

281	Refried Beans, Pinto, Vegetarian, Dehydrated; 6/27.09oz Santiago/Basic American Foods #54914	200 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 3 – Dry Goods/Shelf Stable Items				
282	Sunflower Seeds, Honey Roasted, 1.2 oz; 150 ct/cs Sunrich #FG-1231780/1252554	100 cases		
283	Tahini Paste, 12/16oz Sunshine Imports #566293	15 cases		
284	Rice, ParBoiled, Brown; 25lb Supreme Rice #859278003660	25 each		
285	BBQ Sauce, 4/1gal Sweet Baby Rays #SJ0440HF	25 cases		
286	Seasoning Fruit Shaker, Low Sodium; 24/5oz Tajin #10062	25 cases		
287	Seasoning, Packets, Low Sodium; .035 grams; 1000ct/cs Tajin #28805	25 cases		
288	Sauce, Chamoy Packet; 0.33gram; 450ct/cs Tajin #10269	25 cases		
289	Chickpea Spread, Chocolate, GF IW, 1.25oz; 72 ct/case The Amazing Chickpea #F9030	100 cases		
290	Edibowl, Edible Flour Tortilla Bowl, 6/12ct True Natural Foods #0512-8	500 cases		
291	Noodles, Ramen, WG; 48-84g/cs Woodles #11933	500 cases		

VENDOR NAME: _____

PROPOSER MUST COMPLETE BOTH COLUMNS

292	Grahamz, Birthday Cake WG, 1oz; 200ct/cs Zee Zees #610688	50 cases		
Item No.	Item Description & Specification	Estimated Use	Cost Per Case	Extended Price
Category 3 – Dry Goods/Shelf Stable Items				
293	Bean Dipz Cup, 4.5oz; 96ct/cs Zee Zees #A5750	50 cases		
294	Crumbles, Mexican, Meatless; 8/11.5oz Deeply Rooted #PB00506/111499	25 cases		
295	Crumbles, Italian, Meatless; 8/11.5 oz Deeply Rooted #PB00501/111498	25 cases		
296	Juice, 100% Apple, 32/6.75oz Juicy Juice #00060	100 cases		
297	Cheese, Parmesan 4.5lb container Kraft #61903	75 each		
298	Grilled Cheese Pull Apart WG; 4.10 oz; 72ct/cs Tasty Brands #62003	250 each		
299	Laundry Detergent, 25lb each ChemChor #70225	25 each		

CENTRAL STORAGE FOOD AND GROCERIES PROPOSAL FORM (CONTINUED)

Vendor Name (below)

TOTAL COST SUMMARY OF PROPOSAL

Insert the total category costs for **Category 1 through Category 3** (above) in the appropriate space below.

CATEGORY NO.	DESCRIPTION OF CATEGORIES	TOTAL COST
1	Commodity Processed and Commercial Equivalents	\$
2	Frozen and/or Refrigerated Items	\$
3	Dry Goods/Shelf Stable	\$
Total Cost of Proposal		\$

- For how many of the 269 items did your company submit a price? _____
- Does your company have internet capability (online ordering)? YES NO
 If YES, provide the web address: _____
- Does your company accept credit cards? YES NO Card Name(s): _____
- Do you have a minimum order requirement? YES NO If YES, what is your minimum? _____
- How much lead time to do you require for orders? _____ days
- How much advance notice do you provide for shortages or substitutions? _____ hours / days (circle one)
 Will this time frame allow the District to amend orders prior to shipment? YES NO
- Annual dollar volume of school business for school year 2024-25: \$ _____
- Will you provide samples of products when requested? YES NO
- Below is a list of USDA approved processors and manufacturers the district uses. Complete the table below and indicate which your company will and will not support.

Processors and Manufactures Used by the District	Ye s	No
AdvancePierre Foods		
Albie's Foods, Inc.		
Bake Crafters		
Don Lee Farms		
J. M. Smucker's Company		
J.T.M. Provisions		
Land O Lakes, Inc.		
M.C.I. Foods/Los Cabos Mexican Foods		
Pilgrim's Pride/Gold Kist Farms		
Rose & Shore		
Schwan's		
The Father's Table		
Yangs		

THIS PAGE MUST BE SUBMITTED WITH YOUR PROPOSAL

PROPOSAL FORM (continued)
CENTRAL STORAGE FOOD AND GROCERIES

The undersigned has read the proposal and purposes and agrees to enter into a Contract for furnishing to the La Mesa-Spring Valley School District, San Diego County, hereinafter called the District, the required food products at the stated rates; subject to all of the Terms and Conditions of the Notice Inviting Proposals, Contract Documents, Specifications, Instructions set forth, and all Amendments thereto, on file at the Purchasing Department of said District for the prices set opposite the articles listed herein.

The Proposer shall specify the name and nature of their legal entity. The proposal shall be signed under the correct firm name by an officer/employee authorized to obligate the Contractor. By its signature hereunder, Proposer certifies, under penalty of perjury, that all information contained herein is true and correct.

CHECK ONE:

- Sole Ownership:
- Partnership:
- Corporation:
- Other:

(Attach business card here)

Company Name

Address

Authorize By (Signature)

City, State, Zip Code

Name of Authorized Signer (typed/printed)

Office Phone Number

Title

Fax Number

Cell Number

E-mail Address

Date

Company Website

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**LA MESA-SPRING VALLEY SCHOOL DISTRICT
 CENTRAL STORAGE FOOD AND GROCERIES**

RFP SUBMISSION CHECKLIST

Complete this checklist to confirm the items in your proposal. Place a check mark or “X” next to each item that you are submitting to the District. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package.

The Following Documents Are Required at the Time of Proposal Submission:

<input type="checkbox"/>	Non-Collusion Declaration – Signed
<input type="checkbox"/>	Fingerprinting Certification Form – Signed
<input type="checkbox"/>	Drug-Free Workplace Certification – Signed
<input type="checkbox"/>	Tobacco-Free Workplace Certification - Signed
<input type="checkbox"/>	Affirmative Action Form - Signed
<input type="checkbox"/>	Nutrient Data Submission Forms (where applicable) – Signed
<input type="checkbox"/>	Proposer Profile and References
<input type="checkbox"/>	Proposal Form – Signed
<input type="checkbox"/>	RFP Submission Checklist
<input type="checkbox"/>	Ingredient Lists, CN Labels, and Product Formulation Statements (where applicable)
<input type="checkbox"/>	Processed Food Registration Certificate
<input type="checkbox"/>	Addendum and Responses (if applicable) - Signed

The Following Submittals Are Required Upon Notice Of Award:

	Agreement
	Certificate of Liability Insurance
	Proof of Workers’ Compensation Insurance
	Explanation of Code Dates
	Suspension and Debarment Certification (For contracts \$25,000+)
	Certification Regarding Lobbying (For contracts \$100,000+)
	Disclosure of Lobbying Activities
	Notification of Hazard Analysis Critical Control Point (HACCP) Compliance

Company Name: _____

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