Vista Unified School District

Milk, Dairy, Fruit Juices & Ice Cream Products

Bid # V20210006BR

BID AND CONTRACT DOCUMENTS

BID DUE: June 16, 2020

1234 Arcadia Ave.
Vista, CA 92084
Purchasing Department
(760) 726-2170, ext. 92642
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Vista Unified 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 10:00 o'clock a.m. on 06/16/20, sealed bids for the award of a contract for Dairy Products, Bid No. V20210006BR.

Each bid shall be submitted on a form obtained at the Purchasing Department, Vista Unified School District at 1234 Arcadia Ave, Vista, CA 92084 or at https://www.vistausd.org/departments/business_services/purchasing Bids may be emailed to josematavilla@vistausd.org of the Vista Unified School District Purchasing Department at 1234 Arcadia Ave, Vista, CA 92084. Bids not received in the District’s Purchasing Department by the specified date and time will be returned unopened. It is the sole responsibility of the bidder to see that his bid is received in proper time at the address noted herein. Bids will be publicly opened at 10:00 o’clock a.m. on 06/16/20 at the Purchasing Department’s assigned location due to current situation. A bid summary will be issued 48 hours after bid opening.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the Specifications, and all other documents comprising the pertinent Contract Documents. Copies of the Contract Documents are now on file and may be obtained in the purchasing office at the above address.

The contract will be awarded to the lowest responsive, responsible bidder based on the criteria noted in the bid. The Vista Unified School District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid or to waive any irregularities or informalities in the bids or in the bidding.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

In the event of identical bids, the Governing Board may determine by lot which bid shall be accepted per Public Contract Code 20117.

Vista Unified School District
Debbie Morton
Clerk of the Governing Board

Publication: San Diego Union-Tribune/North County
Advertising dates: 06/01/20; 06/08/20
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BID PROPOSAL FORM

Board of Education
Vista Unified School District
Purchasing Department
1234 Arcadia Avenue
Vista, CA 92084

Re: Bid Proposal for Bid No. V20210006BR

To: Members of the Board of Education

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Bidders, Instructions to Bidders, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the bid package for the above-referenced bid, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said bid package. The entire bid package is submitted, together with this Bid Proposal Form.

Name of Company: ____________________________________________________________

Legal Status (i.e., sole proprietorship, partnership, corporation):
________________________________________

Tax I.D. Number (Sole Proprietorship Only):
________________________________________

Address: ____________________________________________________________________

Authorized Representative:  

Signature (ALSO SIGN & RETURN 2 COPIES OF PAGES 19-21)

Name (Print or Type)

Title

Date: _______________________

Telephone: ( ) _____________ FAX: ( ) _______________
“NONCOLLUSION DECLARATION” TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH PROPOSAL
(Public Contract Code Section 7106)

State of California
County of________________________ ss.

I, the undersigned, being duly sworn, declare that I am an authorized officer of the party making
the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any
undisclosed person, partnership, company, association, organization, or corporation; that the
proposal is genuine and not collusive or sham; that the Supplier has not directly or indirectly
induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly
colluded, conspired, connived, or agreed with any Supplier or anyone else to put in a false or sham
proposal, or that anyone shall refrain from proposing; that the Supplier has not in any manner,
directly or indirectly, sought by agreement, communication, or conference with anyone to fix the
proposal price of the Supplier or any other Supplier, or to fix any overhead, profit, or cost element
of the proposal price, or that of any other Supplier, or to secure any advantage against the public
body awarding the contract of anyone interested in the proposed contract: that all statements
contained in the proposal are true; and, further, that the Supplier 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, or paid, and will not pay, any fee to any corporation,
partnership, company, association, organization, proposal depository, or to any member of agent
thereof to effectuate a collusive or sham proposal.

Any person executing this declaration on behalf of a Supplier 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 Supplier.

I, the undersigned, hereby certify that I have read and understand this Non-Collusion
Declaration and guarantee complete compliance with all the terms, conditions and stipulations.

Supplier ____________________________________________
(Type or Print Complete Legal Name of Company)

By__________________________________________________
(Signature) (Date)

Name______________________________________________
(Type or Print) (Title)
INSTRUCTION TO BIDDERS:

No bid proposals shall receive consideration by the Vista Unified School District unless made in accordance with the following instructions:

1. **PREPARATION OF BIDS**
   All prices and quotations must be submitted in ink or typewritten. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing bid form. No oral, telegraphic or telephone bids or modifications will be accepted.

   Both **unit price and extension** (where applicable) for all line items must be shown where required on the bid form. In case of error, unit price will govern and extensions will be corrected. More than one unit price inserted for any one item may result in the rejection of the bid unless alternate bids are specifically requested.

   The bid amount shall include all direct and indirect cost incidentals to providing the services described herein, such as all applicable taxes, fuel fees, licensee fee, bond fees, insurance, etc. **Signature on bids must be in ink to be considered acceptable**

   Responses must consist of a Hard Copy and Flash Drive of the Milk, Dairy, Fruit Juices & Ice Cream Products Specifications.

2. **REQUEST FOR INFORMATION**
   Any questions related to the bid should be directed to the appropriate buyer at the address specified for receipt of bid proposals. Request for Information deadline is June 09, 2020 @ 4:00 p.m. and responses will be sent via addendum by June 10, 2020 @ 4:00 p.m

3. **EXECUTION OF AGREEMENT**
   In addition to the Bid Proposal Form, all bidders must sign and return 2 copies of the Agreement pages (Pages 19-21) included in this invitation for bids, and must return it to the District, together with the Bid Proposal Form and completed specifications sheets.

4. **IDENTIFICATION OF BIDDER**
   Each bid must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature, when requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder’s failure to properly sign required forms may result in rejection of the bid.
5. **EQUAL BIDS**
When bids are equal, bid shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.

6. **WITHDRAWAL OF BID PROPOSALS**
Any bidder may withdraw his/her bid personally or by written request at any time prior to the scheduled closing time for the receipt of bids, but may not be withdrawn for period of sixty (60) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District’s consent or bidder’s recourse to Public Contract Code Sections 5100, et seq.

7. **AWARD OF CONTRACT**
The Vista Unified School District reserves the right to accept or reject bids submitted; to waive any irregularities or informalities, to be the sole judge of merits and qualifications of items offered; not necessarily to accept the lowest price **SERVICE, DELIVERY AND QUALITY** of items will be considered in making the selections.
Whenever equal bids are received on items listed on the specification sheets, the successful bidder shall be selected as the bidder whose aggregate bid for all items is lowest (all factors considered). If there are equal aggregate bids, the successful bidder shall be based on the lowest price of the 10 (ten) highest estimated usage items.

8. **REJECTION OF BIDS**
The District reserves the right to accept to reject any and all bids, or any portion of combination thereof, or award on the basis of the total bid.

9. **AMENDMENTS**
The terms and conditions contained in the Notice to Bidders, Bid Proposal Form, Instruction to Bidders, General Conditions, Specifications and Agreement herein may be amended or modified only with the prior written approval of the District.

Any addenda or bulletins issued during the time of bidding shall form a part of the specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.

10. **EVIDENCE OF RESPONSIBILITY**
Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder’s financial resources, the bidder’s experience in the type of work being required by the District, the bidder’s organization available for the performance of the contract and any other required evidence of the Bidder’s qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a bidder’s responsibility to perform the proposed contract may result in rejection of the bid.

11. **BID SECURITY**
None required
12. **TAXES**
Unless otherwise specified, taxes shall not be included in the bid prices. The District will compute the state sales and use taxes. Federal excise taxes are not applicable to school district.

13. **BIDDERS INTERESTED IN MORE THAN ONE BID**
No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless special bid conditions indicate otherwise. A person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices of materials to a bidder is not thereby disqualified from itself submitting a bid or quoting prices to other contractors. **No person, firm, or corporation, who has participated in the preparation of contract specifications shall be allowed to bid; a bid by such a person, firm or corporation shall be determined to be nonresponsive.**

14. **QUANTITIES**
The quantities indicated on the Specifications Sheets are the District’s best estimate, as determined from previous annual totals and projected usages, and do not obligate the District to purchase the indicated quantities. The actual quantities required may be substantially more or less than indicated herein.

15. **BID NEGOTIATIONS**
A bid response to any specified item of this bid with terms such as “negotiable,” “will negotiate,” or similar language, will be considered non-responsive to the specific item.

16. **INTERPRETATION OF BID DOCUMENTS**
If any bidder finds discrepancies in, or omissions from the bid documents, he/she may submit to Jose Mata-Villa, Senior Buyer of the Vista Unified School District a written request for clarification and the responses thereto will be emailed and posted to the Districts purchasing webpage, [https://www.vistausd.org/departments/business_services/purchasing](https://www.vistausd.org/departments/business_services/purchasing). Corrections will be made by addenda issued to each company that has been sent or has picked up a bid packet. The Vista Unified School District will not be responsible for oral interpretations. Any addenda issued during the time of bidding shall be incorporated into the bid.

17. **AGREEMENT PERIOD**
Bids will be valid for one (1) year; and renewable for up to 2 additional 1-year terms upon mutual agreement by both parties after the date contract is awarded. DISTRICT reserves the right to reject any and all bids or to waive irregularities in any bid. It is anticipated that the agreement awarded under this bid shall be effective **July 1, 2020 through June 30, 2021**. Ninety (90) days prior to end of term, District will notify supplier of exercising renewal option.

18. **COMMENCEMENT OF DELIVERIES**
After receiving written notification of award, the successful bidder shall be required to commence with the delivery of all items which they have been awarded immediately after receipt of a District purchase order. In most instances, delivery services will begin July 1, 2020.
19. ORDER SIZE AND PLACEMENT
There shall be no minimum quantities required in order for the District to place orders for items needed. Orders will be placed by each cafeteria manager and/or Department buyer as per a mutually agreed upon schedule between the Child Nutrition Services Department and the supplier. Managers must have the right to adjust their orders up to 24 hours prior to their scheduled delivery day.

20. DELIVERIES
Delivery of food products shall be coordinated with the District. Deliveries are to be made in refrigerated trucks and comply with Hazard Analysis and Critical Control Point regulations. Upon award of bid, suppliers shall keep sufficient stocks of product and service material to ensure prompt delivery and service schedules.

All prices shall be bid “F.O.B. Destination”. Destination shall be to twenty seven (27) locations which require daily delivery between 6:00 am and 10:45 am.

The District will not pay shipping and handling charges, nor shall the District pay for any fuel surcharges. Additionally, all prices offered by bidders, must include on site off loading and inside delivery. See Page 18 for a complete list of delivery locations and addresses.

Contracted Vendor Key Issuance Agreement.
The District may determine that keys need to be issued to the awarded supplier. The awarded supplier will be required to sign the Contracted Vendor Key Issuance Agreement and adhere to the contents of the agreement See Attachment A for the Contracted Vendor Key Issuance Agreement.

21. SUBSTITUTIONS AND SAMPLES
The successful supplier must deliver the brands quoted and accepted by the District and meet the delivery schedule as promised. Failure to supply the brands specified or to deliver within the time promised may result in cancellation of awarded contract. If circumstances beyond the supplier’s control mandate the need for a substitution, approval must be obtained from the Child Nutrition Services Department prior to delivery. The supplier will be required to provide an equivalent product in quality, pack size and pricing. No Samples required for this bid.

22. NUTRITIONAL INFORMATION
In order to accommodate the computerized menu system utilized by the Child Nutrition Services Department, the successful bidder will be required to provide a complete nutrient analysis of some products. The nutrient information may be obtained from an independent laboratory report.

The following information will be required from the manufacturer: weight (gm), water content (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fats (gm), cholesterol (mg), dietary fiber (gm), vitamin A(IU), vitamin C (mg), calcium (mg), and iron (mg).

All processed foods should contain no added artificial Trans fats.
23. METHOD OF PRICING AND COMPLETING BID
Alternate bids will be rejected. Bids stating “will negotiate” or “to be determined” or similarly vague language will be considered as non-responsive and will be subject to rejection of bid.

Bidder must indicate brand name (when applicable) and product code number for each item bid. A bid “as specified” will not be accepted. Veracity of prices submitted in this bid is the sole responsibility of the bidder.

All bid prices must conform to the State of California Food and Agriculture Code, specifically Section 61383, Sales below Cost.

24. BUY AMERICAN PROVISION
Federal regulations require that to the maximum extent possible, only domestic products should be purchased consistent with the “Buy American” provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Upon request, bidders shall provide certification of the origin of food products and approval to ship such product might be needed prior to shipment.

25. INSPECTION OF FACILITIES – EVALUATION
The District reserves the right to inspect the facilities of the bidder prior to award of the contract. The District may request to review the bidder’s current Hazard Analysis Critical Control Points (HACCP) food safety system for their facility in order to insure optimum storage and distribution practices. If the District determines that after such inspection the bidder is not capable of performance within the District’s standards, their bid will not be considered. The findings and decisions of the District shall be final.

26. FOOD DEFENSE
Bidder’s distribution facility must be registered with the Food and Drug Administration and meet the requirements outlined in the public Health Security and Bioterrorism Preparedness and Response Act (Public law 107-188, Section 305). For further information visit the FDA’s official site at http://www.fda.gov/Food/GuidanceRegulation/FoodFacilityRegistration/default.htm. Failure to register prior to the close of the bid shall result in the bidder’s disqualification for contract award.

27. SAFETY AND SANITATION
Child Nutrition Services staff will only receive product that meets all food safety and sanitation requirements, therefore Child Nutrition Services staff may at any time:

- Inspect delivery trucks for any signs of contamination.
- Check all expiration and “best if used” by dates and reject product with expiration dates on week of delivery.
- Use thermometers to check temperatures.
- Accept product only at acceptable temperatures.
- Reject unacceptable items especially with leaking products.
28. BOVINE GROWTH HORMONE (BGH)
Successful bidder is to certify in writing that Bovine Growth Hormone is or is not administered to herds that supply milk to dairy.

29. HEALTH INSPECTION
The supplier must include a copy of the most recent Environmental Health Official Inspection Report of all operating facilities producing product for this bid with the bid package.

30. LIQUIDATION DAMAGES:
The District shall hold the successful bidder liable and responsible for all damages which may be sustained because of their failure to comply with any conditions herein. If the successful bidder fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fail to comply with terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful bidder. Cost accrued by the District for purchases resulting from a failure to perform shall be invoiced to the successful bidder or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market price at the time such purchase is made. In addition, a charge of $50.00 will be assessed to cover administrative cost for processing of third party orders resulting from non-performances.

31. BIDDER CRITERIA FORM
The Bidder Criteria Form must be completed and submitted with the bid.

32. SUPPLIER QUESTIONNAIRE
The Supplier Questionnaire must be completed and submitted with the bid.

33. BIDDERS DISCLOSURE INFORMATION
All disclosure, certification and non-collusion forms and affidavits contained in this bid must be completed and submitted with the bid.

34. QUESTIONS PERTAINING TO BID
Bidders are encouraged to contact the District’s Senior Buyer, Jose Mata-Villa, with pertinent questions or clarifications regarding the appropriate method of completing this bid:

Purchasing Department  
Vista Unified School District  
1234 Arcadia Ave, Vista, CA 92084 – (760) 726-2170, ext. 92642  
Email: josematavilla@vistausd.org
GENERAL CONDITIONS:

1. INDEMNIFICATION
The Contractor shall maintain, or cause to be maintained, such insurances as will protect them and the District from claims under Worker’s Compensating Acts, and such public liability insurance as will protect them and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under the contract, whether such operations be by themselves or by a subcontractor or anyone directly or indirectly employed by either of them.

The Contractor agrees to hold harmless, defend and to indemnify the District from every claim or demand which may be made by reason of:

1) Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with their work, however caused; and

2) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor or any other person, firm or corporation directly, or indirectly employed by them upon or in connection with their work, whether the said injury or damage occurs upon or adjacent to the work; the Contractor at their own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

3) Contractor shall defend, indemnify, protect, and hold harmless Vista Unified School District and its agents, officers and employees from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor’s failure to comply with all of the requirements.

2. EXCUSE FOR NONPERFORMANCE – FORCE MAJEURE CLAUSE
The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the party not performing.

3. FINGERPRINT CLEARANCE
Under Education Code Section 45125.1, Contractor and its subcontractors shall ensure that all employees working with the Vista Unified School District obtain fingerprint background clearance through the California Department of Justice screening process: Contractor and its subcontractors will not place any person at a school whom has a conviction of a serious or violent felony as
defined in Education Code Section 44830.1(c)(1), or sex offense as defined in Education Code Section 44010 or controlled substance offense as defined by Education Code Section 44011.

4. **PRODUCT QUALITY CONTROL**
The District reserves the right to discontinue service of all or any portion of any contract resulting from this bid for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the contractor in default. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Processor’s plant is located or by the applicable federal standards, whichever is higher.

5. **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. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Contractor shall notify Child Nutrition Services whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Child Nutrition Services Department. Failure to provide notification to Child Nutrition Services regarding product label changes may result in termination of the contract.

Cases of product shall be clearly and legible labeled with product name, code, and weight. **All items are required to carry legible, open code dating on each package, carton, pouch, box, or case.** If the code is encrypted, the District may request that Contractor provide key from manufacturer to decode information.

6. **PACKAGING**
Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged cases of packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Milk and juice containers shall be available to the District in both plastic coated paperboard cartons and plastic pouches. Where specified on product price sheet, products must be shrink wrapped with a maximum of 35 units per pack preferred. The District shall determine the container requirements for each individual delivery site’s product need. Shrink wrap or plastic crates are acceptable product carriers for case lots of individual milk or juice products.
7. **ASSIGNMENT**
The Contractor shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

8. **PREVAILING LAW**
In the event of any conflict or ambiguity between a) the Instructions to Bidders, General Conditions, Specifications, Agreement, or any other document forming a part of this invitation for bids, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

9. **ANTI-DISCRIMINATION**
It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work.

10. **CERTIFICATION REGARDING SUSPENSION AND DEBARMENT, LOBBYING**
Contractors who will perform more than $100,000 in business with the District during the fiscal year must complete the Suspension and Debarment Certification, U.S. Department of Agriculture and Certification Regarding Lobbying (and, if applicable, Disclosure of Lobbying Activities) forms, included as a part of the bid package (see pages 27-32), prior to the signing of any contract. The District is prohibited from contracting with suppliers 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 supplier 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 Contractor 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.

11. **GOVERNING LAW AND VENUE**
In the event of litigation, the bid 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.

12. **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**
The Contractor shall maintain during the life of the contract, Public Liability and Property Damage Insurance to protect them 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. The minimum amounts of such insurance shall be as follows:
General Liability

- Comprehensive Form + Bodily Injury and
  Products/Completed Operations Property Damage Combined $5,000,000.00

Auto Liability

- Comprehensive Form Owned, Bodily Injury and
  Non-owned, Hired Property Damage Combined $2,000,000.00

Failure to take out or maintain the required insurance and furnish acceptable evidence thereof may result in termination of this contract. Contractor will provide certificate of coverage naming District as additional insured.

13. CREDIT MEMOS

The Contractor’s delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the District’s Child Nutrition Services Accounting Department.

14. INVOICE AND BILLING PERIOD

The billing period shall begin on the first day of each week (Monday) and shall end on the last day of each week (Friday).

All original invoices shall include the following information:

1. Contractor's name, address, and telephone number
2. Contractor's invoice number and date
3. Designated line for District signature
4. Ship to address
5. Product description
6. Product quantity for each item ordered
7. Unit and extended price for each item on order
8. Total price of order/invoice

The Contractor will be paid in accordance with payment terms herein upon receipt of summary invoices 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, with the school number prefacing the name. For prompt payment, billing must be accurate in all details, and invoices must be submitted to:

Vista Unified School District
Child Nutrition Services Department
4680 North Ave, Oceanside, CA 92056

The summary invoices with the corresponding delivery documents attached must be received in the District Child Nutrition Services Accounting Department within five working days after the weekly billing period in order to facilitate payment.
15. PRICE ADJUSTMENTS
Prices for Class 1, 2, and 3 products and orange juice may be adjusted during the contract period. Adjustments, either upward or downward, will coincide with the release of the State of California, Department of Food and Agriculture, Announcement of Minimum Prices for Market Milk. Awarded supplier will be required to provide to CNS & the Purchasing Department the price adjustment list. All notifications of price adjustments must be made in writing by the Contractor and received by the Director of Child Nutrition Services at least five (5) working days prior to the effective date of the adjustment.

USDA announced the approval of Federal Milk Marketing Order (FMMO) and the announcement prices for milk products apply to this bid. The “Milk Market Administrator Websites” for California can be found in this link https://cafmmo.com/


Class 1 Fluid Milk Products:
Prices for Class 1 fluid milk products will be adjusted based on the Announcement of Minimum Prices for Class 1 Market Milk released by the Dairy Marketing Branch of the State of California, Department of Food and Agriculture, at https://www.ams.usda.gov/rules-regulations/moa/dairy/ca

Class 2 and 3 Dairy Products:
Prices for Class 2 and 3 dairy products may be adjusted based on the Announcement of Minimum Prices for Market Milk, as referenced above, based on changes in the class 4a market.

Orange Juice:
The District will adjust the price of orange juice according to the prices shown as Future Prices, listed as Orange Juice (CTN), as published in the Wall Street Journal. Formula for calculation will reference 1.029 lbs. of solids per single strength juice at 11.8 degree Brix. The base price shall be the price as of the closing date of this bid.

16. MULTI YEAR EXTENSION
Pursuant to Education Code, Section 39644 and 81644, this bid may be extended for an additional two (2) years. The extension may be granted on a year by year basis provided that the following conditions are being met:

a. The Director of Child Nutrition Services has deemed the products and services of the supplier satisfactory.

b. The Supplier shall submit a list of the price increases for the next fiscal year (July 1st to June 30th) by the last business day in March (90 days prior).

c. The percentage of price increase for products are at or below the consumer price increases for "All Urban Consumers" Database Series for the statistical area of "US City Average" from the category “SEFV- Food Away From Home” as listed on the Bureau of Labor Statistics (BLS) web site (http://www.bls.gov/data/). The Supplier may use the preceding twelve (12) months, March to February, or the
preceding twelve (12) months April to March, depending on the most recent months listed on the website two weeks prior to submittal of price increases. Supplier may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the Director of Child Nutrition Services.

*The following documents must be resubmitted with each request for contract extension.*

d. Documents of Insurance Coverage, (General Conditions, Item #9)
e. Current Health Inspection Report
f. Disclosure of Lobbying Form
g. Certification Regarding Lobbying Form

17. **PIGGYBACK**

“PIGGYBACK” CLAUSE: For the term of the Contract and any mutually agreed extensions pursuant to this request, at the option of the supplier, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the state of California, may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code. REF: PCC 20118 Said school district public entities shall process their purchase orders and warrants directly to the successful bidder upon agreement by the District and the Supplier.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted __________

(Please initial)

Piggyback option not granted ________

(See Attachment B of other California School Districts that are eligible to utilize this bid if piggyback option is granted).
### Vista Unified School District – Location Directory

<table>
<thead>
<tr>
<th>School Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alamosa Park Elementary School</td>
<td>5130 Alamosa Park Drive, Oceanside</td>
<td>Oceanside</td>
<td>CA</td>
<td>92057</td>
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<tr>
<td>Alta Vista High School</td>
<td>1575 Bonair Road, Vista</td>
<td>Vista</td>
<td>CA</td>
<td>92084</td>
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<td>Beaumont Elementary School</td>
<td>550 Beaumont Drive, Vista</td>
<td>Vista</td>
<td>CA</td>
<td>92084</td>
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<tr>
<td>Bobier Elementary School</td>
<td>220 W. Bobier Drive, Vista</td>
<td>Vista</td>
<td>CA</td>
<td>92083</td>
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<tr>
<td>Breeze Hill Elementary School</td>
<td>1111 Melrose Way, Vista</td>
<td>Vista</td>
<td>CA</td>
<td>92081</td>
</tr>
<tr>
<td>Casita Center for Technology, Science, Math</td>
<td>260 Cedar Road, Vista</td>
<td>Vista</td>
<td>CA</td>
<td>92083</td>
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<tr>
<td>Empresa Elementary School</td>
<td>4850 Avenida Empresa, Oceanside</td>
<td>Oceanside</td>
<td>CA</td>
<td>92056</td>
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<tr>
<td>Foothill-Oak Elementary School</td>
<td>1370 Oak Drive, Vista</td>
<td>Vista</td>
<td>CA</td>
<td>92084</td>
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<tr>
<td>Grapevine Elementary School</td>
<td>630 Grapevine Road, Vista</td>
<td>Vista</td>
<td>CA</td>
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<tr>
<td>Hannalei Elementary School</td>
<td>120 Hannalei Drive, Vista</td>
<td>Vista</td>
<td>CA</td>
<td>92083</td>
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<tr>
<td>Lake Elementary School</td>
<td>4950 Lake Boulevard, Oceanside</td>
<td>Oceanside</td>
<td>CA</td>
<td>92056</td>
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<tr>
<td>Madison Middle School</td>
<td>4930 Lake Boulevard, Oceanside</td>
<td>Oceanside</td>
<td>CA</td>
<td>92056</td>
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<tr>
<td>Maryland Elementary School</td>
<td>700 North Avenue, Vista</td>
<td>Vista</td>
<td>CA</td>
<td>92083</td>
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<tr>
<td>Mission Meadows Elementary School</td>
<td>5657 Spur Avenue, Oceanside</td>
<td>Oceanside</td>
<td>CA</td>
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</tr>
<tr>
<td>Mission Vista High School</td>
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<td>Oceanside</td>
<td>CA</td>
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<tr>
<td>Monte Vista Elementary School</td>
<td>1720 Monte Vista Road, Vista</td>
<td>Vista</td>
<td>CA</td>
<td>92084</td>
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<tr>
<td>Rancho Buena Vista High School</td>
<td>1601 Longhorn Drive, Vista</td>
<td>Vista</td>
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<td>92081</td>
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<tr>
<td>Rancho Minerva Middle School</td>
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<td>92084</td>
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<tr>
<td>Major General Murray High School</td>
<td>215 N. Melrose Drive, Vista</td>
<td>Vista</td>
<td>CA</td>
<td>92083</td>
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<tr>
<td>Roosevelt Middle School</td>
<td>850 Sageman Drive, Oceanside</td>
<td>Oceanside</td>
<td>CA</td>
<td>92057</td>
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<tr>
<td>Vista Adult Transition Center</td>
<td>325 E. Bobier Drive, Vista</td>
<td>Vista</td>
<td>CA</td>
<td>92084</td>
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<tr>
<td>Temple Heights Elementary School</td>
<td>1550 Temple Heights Drive, Oceanside</td>
<td>Oceanside</td>
<td>CA</td>
<td>92056</td>
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<tr>
<td>Vista Academy of Visual Performing Arts, (K-8)</td>
<td>600 N. Santa Fe Avenue</td>
<td>Vista</td>
<td>CA</td>
<td>92083</td>
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<tr>
<td>Vista High School</td>
<td>1 Panther Drive Vista</td>
<td>Vista</td>
<td>CA</td>
<td>92083</td>
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<td>Vista Magnet Middle School</td>
<td>151 Civic Center Drive, Vista</td>
<td>Vista</td>
<td>CA</td>
<td>92084</td>
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<td>Vista Innovation &amp; Design Academy</td>
<td>740 Olive Avenue, Vista</td>
<td>Vista</td>
<td>CA</td>
<td>92083</td>
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<tr>
<td>WaveCrest Café Central Kitchen</td>
<td>4680 North Avenue, Oceanside</td>
<td>Oceanside</td>
<td>CA</td>
<td>92056</td>
</tr>
</tbody>
</table>
AGREEMENT

THIS AGREEMENT, made and entered into this day____ of _____, 2020, by and between the Vista Unified School District, San Diego County, California, hereinafter called the District, and hereinafter called the Contractor for the _____________________________

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

1. **THE CONTRACT DOCUMENTS:** The complete contract consists of the following documents:
   The Notice to Bidders, the Information to Bidders, the Accepted Bid, the General Specifications, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. **SERVICES, MATERIALS AND SUPPLIES:** The contractor agrees to furnish the service or services, the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. Member districts shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective district. It is understood by the Contractor that all items or service will be promptly delivered to the District.

3. **PAYMENTS.** The contractor shall submit an itemized invoice in duplicate of materials and services at the delivery point and at the time the delivery is made. District shall pay contractor the full amount of each invoice within thirty (30) days of receipt. Contractor shall furnish District with a recap of items upon request.

4. **TERMINATION FOR DEFAULT:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

5. **TERMINATION OF AGREEMENT WITHOUT CAUSE.** DISTRICT may terminate this Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactory 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.
6. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

7. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

a) By an acceptable lump sum proposal from the Contractor.

b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

8. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and Bond (if required). The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

9. SAVE HARMLESS CLAUSE: The Contractor must save, keep, bear harmless and fully indemnify said District and any 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 said District or by any of its officers or agents, or articles to be supplied under this contract.

10. THE DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, 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 Contractor shall forthwith remedy such defect in a manner satisfactory to the District.

11. 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 Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

12. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to this Contract shall be excused from performance thereunder 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 nonperformance is not due in part to the fault or neglect of the party not performing.
13. **ASSIGNMENT OF CONTRACT:** The Contractor 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 consent in writing of the District.

14. **ATTORNEYS’ FEES:** If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys’ fees, court costs, expert witness fees and investigation expenses.

15. **CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, and OR AGENT OF THE DISTRICT:** While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District or its member districts.

16. **INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR:** The Contractor 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 Specifications. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor. The contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

17. **CONDITIONAL BID:** The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

**IN WITNESS WHEREOF,** the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

**CONTRACTOR:**

____________________________________

By _________________________________

Title_______________________________

Date: ________________________________

**DISTRICT:**

Vista Unified School District

By Ami Shackelford

Title: Assistant Superintendent Business Services

Date: ________________________________

Governing Board Date ________________

(Corporate Seal)
BIDDER CRITERIA FORM

The Vista Unified School District requires that the successful bidder meet the following minimum requirements:

- In business for minimum of 5 years
- Must maintain a warehouse/distribution center within a 100-mile radius of the delivery points of the District
- Have three current (within last (3) three school years) references from school districts

Please provide three school district references:

A. School District: ________________________________
   Address: ______________________________________
   Contact Person: ________________________________
   Telephone Number: _____________________________
   Number of Deliveries per year: __________________

B. School District: ________________________________
   Address: ______________________________________
   Contact Person: ________________________________
   Telephone Number: _____________________________
   Number of Deliveries per year: __________________

C. School District: ________________________________
   Address: ______________________________________
   Contact Person: ________________________________
   Telephone Number: _____________________________
   Number of Deliveries per year: __________________

Name of Preparer __________________________________ Title ________________________________

Signature of Preparer ______________________________ Date ______________________________

By signing this form, you are verifying that your company meets the requirements stated above
SUPPLIER QUESTIONNAIRE

Please complete this qualifying criteria questionnaire and submit with your proposal (may attach additional sheets if necessary)

1. **How will you work with the district to submit your proposed delivery schedule to meet delivery requirements?**

2. **How many deliveries per week will you be able to provide?**

3. **How many delivery trucks do you have? How many lift gates?**

4. **What is your procedure for notifying customers of shortages and/or substitutions?**
   
   Please specify who in your organization will be responsible to contact District about this and provide their contact information.

5. **What is your procedure for notifying customers of a product recall? Please outline the actions and timeline.**
6. What procedures do you have in place to fill emergency orders? Please provide contact information for person to call in such events.

7. Has your firm backed out of a distribution contract to any school district(s) mid-year within the last 18 months? If so, please explain.

8. Has your firm been replaced at the will of the district(s) during the last 18 months for a lack of execution? If so, please explain.
Vista Unified School District

CERTIFICATIONS TO BE SUBMITTED WITH AGREEMENT
EQUAL OPPORTUNITY EMPLOYMENT ACT OF 1975

The Vista Unified School District policy is in firm support of the provisions of the Equal Opportunity Act of 1975. We, therefore, must be assured by the successful contractor in this quotation that he is an equal opportunity employer according to the provision of the act. We, therefore, require the following certification by each successful bidder as a part of the contract documents:

CERTIFICATE

I/We hereby certify that the __________________________________________

______________________________________________________________(Company)

is an equal opportunity employer as defined in the Equal Opportunity Act of 1975.

Upon request by the Superintendent or the Superintendent’s Designee of the Vista Unified School District, we will show proof that our employment practices do meet in every respect the requirements of the Equal Opportunity Act of 1975.
Attachment I: 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)
Disclosure of Lobbying Activities

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

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial filing</td>
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<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
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<td>c. cooperative agreement</td>
<td>c. post-award</td>
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<tr>
<td>d. loan</td>
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<td>e. loan guarantee</td>
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<td>f. loan insurance</td>
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<table>
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<tr>
<th>4. Name and Address of Reporting Entity:</th>
<th>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</th>
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<tbody>
<tr>
<td>Prime _____ Subawardee Tier _____, if Known:</td>
<td>Congressional District, if known:</td>
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<tr>
<th>6. Federal Department/Agency:</th>
<th>7. Federal Program Name/Description:</th>
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<tr>
<td></td>
<td>CFDA Number, if applicable: ____________</td>
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<tr>
<th>8. Federal Action Number, if known:</th>
<th>9. Award Amount, if known:</th>
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</table>

<table>
<thead>
<tr>
<th>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</th>
<th>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</th>
</tr>
</thead>
</table>

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: ____________________________
Print Name: __________________________
Title: ________________________________
Telephone No.: ________________ Date: __________

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

   (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503
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
IRAN CONTRACTING ACT
CERTIFICATION OF ELIGIBILITY TO BID FOR CONTRACTS OF $1 MILLION OR MORE
(Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your supplier or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the supplier/financial institution identified below, and the supplier/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/supplier, for 45 days or more, if that other person/supplier will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<table>
<thead>
<tr>
<th>Supplier Name/Financial Institution (Printed)</th>
<th>Federal ID Number (or n/a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td></td>
</tr>
<tr>
<td>Printed Name and Title of Person Signing</td>
<td></td>
</tr>
<tr>
<td>Date Executed</td>
<td>Executed in</td>
</tr>
</tbody>
</table>

OPTION #2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a supplier/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.
If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<table>
<thead>
<tr>
<th>Supplier Name/Financial Institution (Printed)</th>
<th>Federal ID Number (or n/a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td></td>
</tr>
<tr>
<td>Printed Name and Title of Person Signing</td>
<td>Date Executed</td>
</tr>
</tbody>
</table>
CONTRACTOR’S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace, and specifying actions which will be taken against employees for violations of the prohibition;

2) Establishing a drug-free awareness program to inform employees about all of the following:
   a) The dangers of drug abuse in the workplace;
   b) The person’s or organization’s policy of maintaining a drug-free workplace;
   c) The availability of drug counseling, rehabilitation and employee-assistance programs; and
   d) The penalties that may be imposed upon employees for drug abuse violations;

3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

DATE: ________________________

CONTRACTOR

By: ______________________________

Signature

Page 33
CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

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

DATE: ____________________________

______________________________
CONTRACTOR

By: ______________________________
Signature
Contractor's Certificate Regarding Worker's Compensation

(To be Executed by Supplier and Submitted with Bid)

Labor Code section 3700 in relevant part provides:

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

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

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

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.

____________________________________
Signature of Authorized Representative

____________________________________
Type Name of Above

____________________________________
Title of Authorized Representative

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)
Environmental Health Official Inspection Report

Include the most recent Environmental Health Official Inspection Report as per item #29 in the Instruction to Bidders.

Bovine Growth Hormone (BGH)

Must include written certification that the BGH hormone is not administered to herds that supply milk.
<table>
<thead>
<tr>
<th>Line#</th>
<th>Description</th>
<th>UOM</th>
<th>Est. Qty</th>
<th>Bid Price</th>
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<tr>
<td>1</td>
<td>MILK, CHOC MILK NONFAT ½ PT</td>
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<td>2</td>
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<td>5</td>
<td>JUICE, 100% JUICE PUNCH 4 OZ</td>
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<td>6</td>
<td>MILK, 1% MILK LOWFAT 1/2 PT</td>
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<td>7</td>
<td>JUICE, WILD CHERRY JUICE 4 OZ</td>
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<td>8</td>
<td>MILK, NONFAT 1/2 PT MILK</td>
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<td>9</td>
<td>JUICE, GRAPE 4 OZ</td>
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<td>10</td>
<td>YOGURT 1/2 PT STR/BAN</td>
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<td>11</td>
<td>YOGURT 1/2 PT PEACH</td>
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<td>12</td>
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<td>13</td>
<td>MILK, 1% MILK LOWFAT 1/2 GAL PLASTIC</td>
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<td>14</td>
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<td>16</td>
<td>MILK, HOMOGENIZED 1/2 PT</td>
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<td>17</td>
<td>YOGURT 1/2 PT RASPBERRY</td>
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<td>MILK, BUTTERMILK 1/2 GAL</td>
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<td>19</td>
<td>CHEESE STRING CHEESE MOZZ. 1 OZ (96 CT)</td>
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<td>Quantity</td>
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<td>YOGURT NONFAT STRAW 12/8 OZ.</td>
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<td>JUICE, ORG JUICE 1/2 PT</td>
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<td>YOGURT NONFAT STRAW/BANNA 12/8 OZ</td>
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<td>25</td>
<td>LF YOGURT PEACH 8OZ 12/CS</td>
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<td>26</td>
<td>YOGURT QUART PLAIN</td>
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<td>27</td>
<td>YOGURT STRAW 48/4oz</td>
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<td>28</td>
<td>BUTTER 1# 1/4 STICKS</td>
<td>BOX</td>
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<td>YOGURT, LF RASP 8OZ 12/CS</td>
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<td>YOGURT BLUE RASP/LEM 84/4.4oz</td>
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<td>31</td>
<td>YOGURT CHRY/LEMON 84/4.4oz</td>
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<tr>
<td>32</td>
<td>YOGURT QUART VANILLA</td>
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<tr>
<td>33</td>
<td>ICE CREAM SAND REDUCED FAT 24/3.5 OZ</td>
<td>CASE</td>
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<td>34</td>
<td>FRUIT CUPS KIWI/STRAW 84/4.4 OZ. FROZEN</td>
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<td>35</td>
<td>CHEESE AMER PROC SLICED (120 CUT)5#</td>
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<td>36</td>
<td>MILK, 2% REDUCED FAT 1/2 PT</td>
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<tr>
<td>37</td>
<td>YOGURT, NONFAT VAN 48/4 OZ.</td>
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<tr>
<td>38</td>
<td>CHEESE CREAM CHEESE (100/.75oz) CUPS</td>
<td>CASE</td>
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<tr>
<td>39</td>
<td>BAR LF FUDGE BAR (24 CT) FROZEN</td>
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<td>40</td>
<td>CHEESE PEPPER JACK SLICED 10/1#</td>
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<td>41</td>
<td>POPS PUSHUP VARIETY PACK (24 CT)</td>
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<td>42</td>
<td>RW REAL WHIP CRM 15OZ CAN</td>
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<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
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<tr>
<td>43</td>
<td>YOGURT PARFAIT PRO VAN CS 6/4#</td>
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<td>44</td>
<td>BAR LOW F. COOKIE N CR BAR 24/CASE FROZEN</td>
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<td>BAR ORANGE DREAM BAR (24 CT) FROZEN</td>
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<td>46</td>
<td>CHEESE FETA CRUMBED 2.5 #</td>
<td>CASE</td>
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<td>47</td>
<td>ICE CREAM LF MINI IC CONE (24 CT)</td>
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<tr>
<td>48</td>
<td>JUICE, ORG JUICE 1/2GAL</td>
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<tr>
<td>49</td>
<td>SOUR CREAM 5#</td>
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<td>50</td>
<td>YOGURT QUART STRAWBERRY</td>
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<tr>
<td>51</td>
<td>CREAMER 400/3/8 OZ.</td>
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<td>52</td>
<td>MILK SOY 24/8 OZ.</td>
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<tr>
<td>53</td>
<td>YOGURT CHERRY (48/4oz)</td>
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<td>54</td>
<td>IRISH CREAM 1/2oz (288 CT)</td>
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<td>55</td>
<td>BAR ORG JUICE BAR 100% 48 CT. FROZEN</td>
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<td>56</td>
<td>BAR SOUR CHERRY JUICE BAR 100% 48 CT.</td>
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<td>BAR TROP BLEND JUICE BAR 100% 48 CT.</td>
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<td>58</td>
<td>CHEESE COTTAGE 5#</td>
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<tr>
<td>59</td>
<td>CHEESE CREAM CHEESE (100/1oz) CUPS</td>
<td>CASE</td>
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<td>CHEESE CREAM CHEESE 3#</td>
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<td>CHEESE PARM FANCY SHREDDED 5#</td>
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<td>62</td>
<td>CREAMER FRENCH VAN CREAMER 1/2oz(288 CT)</td>
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<td>ICE CREAM 100% WF SH UPS 100/2 OZ CHERRY</td>
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<td>64</td>
<td>BUTTER WHIP 5#</td>
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<td></td>
<td>Description</td>
<td>Unit</td>
<td>Quantity</td>
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<td>65</td>
<td>LARGE LOOSE 15 DZ EGGS</td>
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<td>66</td>
<td>TZATZIKI</td>
<td>BULK</td>
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<td>67</td>
<td>INDIVIDUAL PACKAGED SOUR CREAM 1oz</td>
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<td>68</td>
<td>INDIVIDUAL PACKAGED SOUR CREAM 1.5oz</td>
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<td>69</td>
<td>INDIVIDUAL PACKAGED BUTTER</td>
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<td>70</td>
<td>SLICED CHEESE PROVOLONE</td>
<td>CASE</td>
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<td>71</td>
<td>SLICED CHEESE SWISS</td>
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<tr>
<td>72</td>
<td>ALMOND MILK (HALF GALLON)</td>
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<td>73</td>
<td>ALMOND MILK (1/2 PINT)</td>
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<td>YOGURT PARFAIT PRO BLUEBERRY 6/4# SLEEVES</td>
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<td>YOGURT PARFAIT PRO STRAWBERRY 6/4# SLEEVES</td>
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<td>76</td>
<td>GREEK YOGURT BULK</td>
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<td>77</td>
<td>GREEK YOGURT 4oz</td>
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<td>GOGURTS</td>
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<td>COTIJA GRATED CHEESE</td>
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<td>QUESO FRESCO</td>
<td>BULK</td>
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<td>MOO-MATE FF CHOC UHT 8OZ 27/CS</td>
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<td>LITE CREAM CHEESE 1OZ 100/CS</td>
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<td>Creamer, French Vanilla PT 6/CS</td>
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<td>Creamer, Irish Delight PT 6/CS</td>
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<td>117</td>
<td>100% Fruit Juice Bar-Orange</td>
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<td>Rich's Ice Cream Sandwich</td>
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<td>Strawberry Shortcake Bar</td>
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<td>124</td>
<td>Crumbled Cookie Cone</td>
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<td>125</td>
<td>Sour Swell Cherry</td>
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ATTACHMENTS
Contracted Vendor Key Issuance Agreement

Date: ___________ VUSD Contract Number: _______________ Contract Date: ___________

Company or Vendor: ________________________________________________________

(Print)

Primary VUSD Department Association: _______________________________________

Keys Issued:
ID Number: _______ Type: _______   ID Number: _______ Type: _______
ID Number: _______ Type: _______   ID Number: _______ Type: _______
ID Number: _______ Type: _______   ID Number: _______ Type: _______
ID Number: _______ Type: _______   ID Number: _______ Type: _______
ID Number: _______ Type: _______   ID Number: _______ Type: _______
ID Number: _______ Type: _______   ID Number: _______ Type: _______

Required Return Date: ___________ Initials: ______
Default Key Return Date: June 30, 20___

Maximum length of issuance: One year, based on a July 1 to June 30 fiscal year.
All keys shall be returned by the end of the fiscal year of issuance. (June 30)

Access to VUSD District keys requires the Company/Vendor to follow Administrative Regulation 3515 CAMPUS SECURITY, Approved Nov. 11, 2013. Company/Vendor will be responsible to secure each facility and school campus perimeter in order to provide safety and security to all persons on property and prevent criminal activity.

Key Issuance Terms:

- Gates/buildings shall be closed, secured, and locked after Vendor’s agent enters campus. (Whether the gate/building was previously closed or open, always close/lock it.)
- Gates/buildings shall be closed, secured, and locked after Vendor’s agent leaves campus. (Whether the gate/building was previously closed or open, always close/lock it.)
- If any issued key is lost or stolen, Company/Vendor shall notify Vista USD immediately of the loss.
  - Company/Vendor shall reimburse Vista USD for all costs associated with the key loss; including but not limited to replacement and/or rekey, as appropriate, of all locks affected by the key loss, all labor costs associated with lock/key replacement and/or rekey, the cost of any additional security needed between loss and lock replacement, and other District losses directly attributable to the key loss.

The purpose of Vista Unified School District is to inspire every student to persevere as a critical thinker who collaborates to solve real world problems
Vista Unified School District
Contracted Vendor Key Issuance Agreement

With signature below I acknowledge the following:

1. I am an authorized signer of contracts of the above named Company/Vendor.
2. I have read, understand, accept, and agree to abide by the terms of this Vista USD Key Issuance Agreement.
3. I understand that any violation of the terms agreed to below, will result in revocation of Key Issuance Agreement.
4. I agree to return all issued Vista USD keys on or before agreed return date or immediately upon request from the District.

Company/Vendor Name: _________________________________________________________

*Attach copy of Company/Vendor Certificate of Insurance covering VUSD.

Company/Vendor Telephone: _____________________________________________________

Authorized Company/Vendor Representative: ________________________________________
(Print)

Title/Position: __________________________________________________________________

Signature: _____________________________________________ Date: ___________________

Company Representative Receiving Keys:

______________________________ // ____________________________ Date: ____________
(Print)     (Signature)

District Use Only

*Certificate of Insurance Attached; Form Reviewed and Authorized. ___________ (initials)
(by Associate Superintendent of Business Services)

Issuance of Keys
District Representative: ______________________________ // _________________________________
(Print)      (Signature)

# Keys Issued: _____ Date: __________

Return of Keys
District Representative: ______________________________ // _________________________________
(Print)      (Signature)

# Keys Returned: _____ Date: __________
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Brawley Elementary
Brawley Union High
Brea-Olinda Unified
Brentwood Union Elementary
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California Community College,
Chancellors
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Headquarters
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Special Schl)
California School for the Deaf-Fremont
(State Special Schl)
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Callistoga Joint Unified
Callahan-East Fork Union Eleme
Cambria Union Elementary
Cambrian
Camino Union Elementary
Campbell Union
Campbell Union High
Camptonville Elementary
Cantua Elementary
Canyon Elementary
Canyon Union Elementary
Capay Joint Union Elementary
Capistrano Unified
Cardiff Elementary
Carlsbad Unified
Carmel Unified
Carpinteria Unified
Caruthers Unified
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Castle Rock Union Elementary
Castro Valley Unified
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CEA Amador Co
CEA Los Angeles Co
CEA Mariposa Co
CEA Nevada Co
CEA San Bernardino Co
CEA San Joaquin Co
CEA San Luis Obispo Co
CEA Santa Cruz Co
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Center Joint Unified
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(CTEp)
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Chawasseee Unified
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Chico Unified
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Cienega Union Elementary
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Claremont Unified
Clay Joint Elementary
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Cloverdale Unified
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Cutler-Orosi Joint Unified
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Dairyland Union Elementary
Davis Joint Unified
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Di Giorgio Elementary
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Duarte Unified
Dublin Unified
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Dunsmuir Elementary
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<td>Las Virgenes Unified</td>
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Mountain View-Los Altos Union High
Mt. Baldy Joint Elementary
Mt. Bullion Youth Conservation
Mt. Diablo Unified
Mt. Lassen Area Council BSA
Mt. Lassen Assembly of God
Mt. Shasta Union Elementary
Mulberry Elementary
Mupu Elementary
Muroc Joint Unified
Murray Elementary
Murrieta Elementary
Murrieta Valley Unified
N.A. Chaderjian School for Boys
Napa County Office of Education
Napa County ROP
Napa Valley Community College
Napa Valley Unified National Elementary
Natomas Unified
Natomas Union Elementary
Needles Unified
Nevada City Elementary
Nevada County Office of Education
Nevada Joint Union High
New Haven Unified
New Hope Elementary
New Idria Elementary
New Jerusalem Elementary
Newark Unified
Newcastle Elementary
Newhall
Newman-Crows Landing Unified
Newman-Gustine Jt. Unified
Newport-Mesa Unified
Nicasio
Norris Elementary
North County Joint Union Elementary
North County Regional Occupational Center/Program (ROC/P)
North Cow Creek Elementary
North Fork Union Elementary
North Kern Vocational Training Center
North Monterey County Unified
North Orange County Community College
North Orange County ROP
North Sacramento Elementary
North San Juan Elementary
Northern California Youth Cent
Northern Humboldt Union High
Northern Reception Center Clinic
Northside Union Elementary
Norwalk-La Mirada Unified
Novato Unified
Nuestro Elementary
Nuview Union
O. H. Close School for Boys
Oak Glen Youth Conservation Ca
Oak Grove Elementary
Oak Grove Union Elementary
Oak Park Unified
Oak Run Elementary
Oak Valley Union Elementary
Oak View Union Elementary
Oakdale Joint Unified
Oakdale Joint Union High
Oakdale Union Elementary
Oakhurst Union Elementary
Oakland Unified
Oakley Union Elementary
Oasis Joint Elementary
Ocean View
Oceanside Unified
Ojai Unified
Old Adobe Union
Olympia Elementary
Ontario-Montclair
Ophir Elementary
Orange Center
Orange County Department of Education
Orange Unified Orchard Elementary
Orcutt Union Elementary
Orick Elementary
Orinda Union Elementary
Orland Joint Unified
Orland Joint Union Elementary
Orland Joint Union High
Oro Grande Elementary
Oro Loma Elementary
Oro Madre Unified
Oroville City Elementary
Oroville Union High
Outside Creek Elementary
Owens Valley Unified
Oxnard
Oxnard Union High
Pacheco Union Elementary
Pacific Elementary
Pacific Grove Unified
Pacific Union Elementary
Pacifica
Pajaro Valley Unified
Palermo Union Elementary
Palm Springs Unified
Palmdale Elementary
Palo Alto Unified
Palo Verde Unified
Palo Verde Union Elementary
Palos Verdes Peninsula Unified
Panama Union Elementary
Panama-Buena Vista Union
Panoche Elementary
Paradise Elementary
Paradise Unified
Paramount Unified
Parlier Unified
Pasadena Area Community College
Pasadena Unified
Paso Robles Joint Unified
Paso Robles Joint Union High
Paso Robles Union Elementary
Patterson Joint Unified
Pauma Elementary
Peninsula Union
Penn Valley Union Elementary
Perryn Elementary
Peralta Community College
Perris Elementary
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Phelan Elementary
Phillips Elementary
Piedmont City Unified
Pierce Joint Unified
Pine Grove Youth Conservation
Pine Ridge Elementary
Piner-Olivet Union Elementary
Pioneer Union Elementary
Pittsburg Unified
Pixley Union Elementary
Placentia-Yorba Linda Unified
Placer County Office of Education
Placer Hills Union Elementary
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Placerville Union Elementary
Plainsburg Union Elementary
Planada Elementary
Plaza Elementary
Pleasant Grove Joint Union
Pleasant Ridge Union Elementary
Pleasant Valley
Pleasant Valley Elementary
Pleasant Valley Joint Union Elementary
Pleasant View Elementary
Pleasanton Joint Elementary
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Plumas Lake Elementary
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Point Arena Joint Union High
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Pond Union Elementary
Pope Valley Union Elementary
Porterville Elementary
Porterville Unified
Porterville Union High
Portola Valley Elementary
Potter Valley Community Unified
Poway Unified
Preston School of Industry
Princeton Joint Unified
Quartz Valley Elementary
Raisin City Elementary
Ramona City Unified
Rancho Santa Fe Elementary
Rand Joint Elementary
Ravendale-Termo Elementary
Ravenswood City Elementary
Raymond-Knowles Union Elementary
Ready Springs Union Elementary
Red Bluff Joint Union High
Red Bluff Union Elementary
Redding Elementary
Redlands Unified
Redondo Beach City Elementary
Redondo Beach Unified
Redwood City Elementary
Reed Union Elementary
Reeds Creek Elementary
Reef-Sunset Unified
Rescue Union Elementary
Rialto Unified
Richfield Elementary
Richgrove Elementary
Richland Elementary
Richland Union Elementary
Rich-Mar Union Elementary
Richmond Elementary
Rim of the World Unified
Rincon Valley Union Elementary
Rindge Elementary
Rio Bravo Union Elementary
Rio Bravo-Greeley Union Elementary
Rio Dell Elementary
Rio Elementary
Rio Linda Union Elementary
Ripon Unified
River Delta Joint Unified
Riverbank Elementary
Riverbank Unified
Riverdale Joint Unified
Riverdale Joint Union Elementary
Riverdale Joint Union High
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Riverside County Office of Education ROP
Riverside County Sherrifs Offi
Riverside Unified
Roberts Ferry Union Elementary
Roble Elementary
Rockford Elementary
Rocklin Elementary
Rocklin Unified Rohnerville Elementary
Romoland Elementary
Rosedale Union Elementary
Roseland
Rosemead Elementary
Roseville City Elementary
Roseville Joint Union High Ross Elementary
Ross Valley Elementary
Round Valley Joint Elementary
Round Valley Unified
Rowland Elementary
Rowland Unified Sacramento City Unified
Sacramento County Office of Education
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Saddleback Valley Unified
Saint Helena Unified
Salida Union Elementary
Salinas City Elementary
Salinas Union High
San Anselmo Elementary
San Antonio ROP
San Antonio Union Elementary
San Ardo Union Elementary
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San Carlos Elementary
San Diego Community College
San Diego County Office of Education
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San Dieguito Union High
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San Francisco Unified
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San Gabriel Unified
San Jacinto Unified
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San Juan Union Elementary
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San Lorenzo Unified
San Lorenzo Valley Unified
San Lucas Union Elementary
San Luis Coastal Unified
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San Marino Unified
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San Ysidro Elementary
Sanger Unified
Santa Ana Unified
Santa Barbara County Office of Education
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Santa Barbara Secondary
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Santa Cruz City Elementary
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Santa Cruz Co Cya Dist
Santa Cruz County Office of Education
Santa Cruz County ROP
Santa Lucia ROP
Santa Maria Elementary
Santa Maria Joint Union High
Santa Maria-Bonita
Santa Monica Community College
Santa Monica-Malibu Unified
Santa Paula Elementary
Santa Paula Unified
Santa Paula Union High
Santa Rita Union Elementary
Santa Rosa Elementary
Santa Rosa High
Santa Ynez Valley Union High
Santee
Saratoga Union Elementary
Saucelito Elementary Saugus Union
| Sausalito Marin City Savanna Elementary | Sebastopol Union Elementary |
| SSB - Aspire Public Schools | Seeley Union Elementary |
| SBC - High Tech High | Sesiad Elementary |
| SBC - Pacific Technology | Selma Unified |
| SBE - Animo Inglewood Charter | Semitropic Elementary |
| SBE - Academia Avance Charter | Sequoia Union Elementary |
| SBE - Academy of Culture and Technology (ACT) | Sequoia Union High |
| SBE - Anahuacalmecac International University Preparatory of North America | Shaffer Union Elementary |
| SBE - Aspire Vanguard College Preparatory Academy | Shandon Joint Unified |
| SBE - Barack Obama Charter | Shasta County Office of Education |
| SBE - Baypoint Preparatory Academy | Shasta Lake Union Elementary |
| SBE - California College, Career & Technical Education Center | Shasta Union Elementary |
| SBE - Dixon Montessori Charter | Shasta Union High |
| SBE - Doris Topsy-Elvord Academy | Shasta-Tehama-Trinity Joint Community College |
| SBE - Edison Charter Academy | Shasta-Trinity ROP |
| SBE - Everest Public High | Shiloh Elementary |
| SBE - High Tech High Bayshore | Shoreline Unified |
| SBE - Ingenium Charter | Sierra Conservation Center |
| SBE - KIPP Summit Academy | Sierra County Office of Education |
| SBE - Leadership Public Schools - Hayward | Sierra Joint Union High |
| SBE - Lifeline Education Charter | Sierra Joint Union High |
| SBE - Livermore Valley Charter | Sierra Jt. Union High |
| SBE - Livermore Valley Charter Preparatory High | Sierra Sands Unified Sierra Unified |
| SBE - Long Valley Charter | Sierra Union Elementary |
| SBE - Magnolia Science Academy Santa Ana | Sierra-Plumas Joint Unified |
| SBE - Mission Preparatory | Silver Fork Elementary |
| SBE - New West Charter | Silver Valley Unified |
| SBE - Nova Meridian Academy | Simi Valley Unified |
| SBE - Olive Grove Charter | Siskiyou County Office of Education |
| SBE - OnePurpose | Siskiyou County ROP |
| SBE - Paramount Collegiate Academy | Siskiyou Union High |
| SBE - Ridgecrest Charter | Snelling-Merced Falls Union Elementary |
| SBE - River Montessori Elementary Charter | Snowline Joint Unified |
| SBE - San Francisco Flex Academy | Solana Beach Elementary |
| SBE - Synergy | Solano County Office of Education |
| SBE - The New School of San Francisco | Solano County ROP |
| SBE - The School of Arts and Enterprise | Soledad Unified |
| SBE - Thrive Public | Soledad Union Elementary |
| SBE - Today's Fresh Start Charter Academy | Soledad-Agua Dulce Union Eleme |
| SBE - Western Sierra Collegiate Academy | Solvang Elementary |
| Scotia Union Elementary | Sonis Union |
| Scott Valley Unified | Sonoma County Office of Education |
| Scotts Valley Unified | Sonoma County ROP |
| Scotts Valley Union Elementary | Sonoma Valley Unified |
| Seal Beach Elementary | Sonora Elementary |
| | Sonora Union High |
| | Soquel Union Elementary |
| | Soulsbyville Elementary |
| | South Bay Union |
| | South Bay Union Elementary |
| | South Bay Union High |
| | South Coast Regional Occupational Program |
| | South Fork Union |
South Monterey County Joint Union High
South Pasadena Unified
South San Francisco Unified
South Whittier Elementary
Southeast ROP
Southern California ROC
Southern Humboldt Joint Unified
Southern Kern Unified
Southern Reception Center Clin
Southern Trinity Joint Unified
Southside Elementary
Spencer Valley Elementary
Spreckels Union Elementary
Spring Valley Elementary
Springville Union Elementary
Standard Elementary
Stanislaus County Office of Education
Stanislaus Union Elementary
State Board of Education Charter
Stockton Unified
Stone Corral Elementary
Stony Creek Joint Unified
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Strathmore Union High
 Sulphur Springs Union
Summerville Elementary
Summerville Union High
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Tri-Cities ROP Tri-County ROP
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Union Elementary
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Union Joint Elementary
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Upper Lake Union Elementary
Upper Lake Union High
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Val Verde Unified
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Vallecitos Elementary
Vallejo City Unified
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Valley Center-Pauma Unified
Valley Home Joint Elementary


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Valley ROP
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Ventura County ROP
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Ventura Unified
Victor Elementary
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Victor Valley Union High
Vineland Elementary
Visalia Unified
Vista del Mar Union
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Walnut Elem
Walnut Valley Unified
Warner Unified
Warner Union Elementary
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Wasco Union High
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Washington Elementary
Washington Ridge Youth Conserv
Washington Unified
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Washington Union High
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West Covina Unified
West Fresno Elementary
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West Side ROP
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Western Placer Unified
Westminster
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Wheatland Union High
Whisman Elementary
Whitmore Union Elementary
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Whittier Union High
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William S. Hart Union High
Williams Unified
Willits Unified
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Willow Grove Union Elementary
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Wilmar Union Elementary
Wilsona Elementary
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Yreka Union High
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Yucaipa-Calimesa Joint Unified