



BID # 150703

Nutrition Service
Canned Fruits and Vegetables

**Sacramento City Unified School District
Purchasing Services
3051 Redding Ave.
Sacramento, California 95820
(916) 277-6662**

Sacramento City Unified School District
Nutritional Services, Canned Fruits and Vegetables
BID # 150703



**Sacramento City Unified School District
Purchasing Services**
3051 Redding Ave,
Sacramento, CA 95820
T: 916/277-6662 * F: 916/277-7110

Bidder Information Sheet

If you downloaded this bid from our website, fax back this sheet to be added to our bidders list.

Attention: Dan Sanchez, Purchasing Manager

Fax # 916-277-7110

Re: BID # 150703 – Nutrition Services – Canned Fruits and Vegetables

Sacramento City Unified School District Bids/Proposals are available on-line. If you download a Bid/Proposal, you are required to fax the following information to 916-277-7110 so that you may be added to the bidders list to receive Addenda to this bid.

Name: _____

Title: _____

Organization: _____

Street Address: _____

City: _____

State/Zip Code: _____

Work Phone: _____

Fax: _____

Email: _____

If you have any question, please email dan-sanchez@scusd.edu

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NOTICE TO BIDDERS

REQUEST FOR BID # 150703

The **Sacramento City Unified School District** is requesting BIDs from providers of **Canned Fruits and Vegetables** for the District's Nutrition program.

BID's must be received prior to **1:30 p.m., on July 27, 2015**. BID's must be submitted in a sealed envelope, marked with the BID number and title, and returned to the Sacramento City Unified School District, Purchasing Services, 3051 Redding Ave., Sacramento, CA 95820.

BID's received later than the designated time and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the BID documents may be obtained from **Sacramento City Unified School District, Purchasing Services, 3051 Redding Ave., Sacramento, CA 95820** or by going to <http://www.scusd.edu/purchasing-services> and downloading the proposal.

Refer any questions to: **Dan Sanchez**, e-mail: dan-sanchez@scusd.edu or Telephone: **916-277-6662**

Published: July 10, 2015
July 17, 2015

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Bidder's Checklist

Bidder Name _____

Submit this Bidders Checklist with your bid document. Failure to submit this Checklist at bid opening may deem your bid as non-responsive.

Required items	Page
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GENERAL TERMS AND CONDITIONS

General - This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Document.

BID's - To receive consideration, BID's shall be made in accordance with the following instructions:

Deadline for Receipt of BID's – BID's will be received prior to **1:30 p.m. on July 27, 2015** after which time bids will be opened and publicly read aloud. Envelopes containing a Bid must be sealed, prominently marked with the Bid number, Bid title, Bid opening time/date and name of bidder, and submitted to:

**Sacramento City Unified School District
Purchasing Services
3051 Redding Avenue
Sacramento, California 95820
Attn: Dan Sanchez**

Bids/Proposals: To receive consideration, Bids/Proposals shall be made in accordance with the following terms:

1. **THE BID** – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted.
2. **"FAX" BIDS** – Facsimile copies of bids will not be accepted for formal advertised bids.
3. **DEFINITIONS** – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.
4. **NAME AND NATURE OF BIDDER'S LEGAL ENTITY** – The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.
5. **WITHDRAWAL OF BID** – Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid

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submitted without the District's consent or bidder's recourse to Public Contract Code Sections 5100 et. seq.

6. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.
7. **BID NEGOTIATIONS** – A bid response to any specific item of this bid with terms such as “negotiable”, “will negotiate” or of similar intent, will be considered as non-responsive to the specific item.
8. **PRICES** – Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder's authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Sacramento County for products listed herein.
9. **TAXES** – Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required,
10. **PERFORMANCE GUARANTEE** – The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District's Manager of Purchasing Services. A continuous performance bond in the amount of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Manager of Purchasing Services is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.
11. **BRAND NAME AND NUMBER** – The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the bid form. Should any

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item for which bids are requested by patented, or otherwise protected or designated by the particular name of the maker and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Manager of Purchasing Services to be equal in all respects to that specified. If samples are requested by the Manager of Purchasing Services for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the bid opening.

12. **SAMPLES** – Samples shall be furnished free of cost to the District after the bid opening. If requested, they are to be sent within seven (7) days to Purchasing Services, 3051 Redding Avenue, Sacramento California, 95820, unless otherwise specified. The District reserves the right to reject the bid of any bidder failing to submit samples as requested. Samples must be plainly marked with name of bidder, bid number and date of the bid opening. Samples of the successful bidder(s) may be retained for comparison with deliveries. Bidder(s) may pick up samples (if not destroyed by test) on notice from the Manager of Purchasing Services. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Bidder(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

13. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** – The successful bidder(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the District’s sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Manager of Purchasing Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder’s expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of such test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

14. **DISTRICT REQUIREMENTS** – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery

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may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

15. **ACCEPTANCE OR REJECTION OF BIDS** – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District’s acceptance of one item shall be contingent upon the District’s acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.
16. **BID EXCEPTIONS** – All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered.
17. **AWARDS** – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.
18. **EXECUTION OF CONTRACT** – Issuance of a Purchase Order shall be evidence the contractual agreement between the bidder(s) and the District and the bidder’s acceptance of these Bid Instructions and Conditions.
19. **DELIVERY** – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents. All items purchased for delivery by truck or freight line shall be palletized. The preferred pallet size should be 48” long by 40” wide. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.
20. **MATERIAL SAFETY DATA SHEETS** – For all products requiring a Material Safety Data Sheet – The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.
21. **DEFAULT BY CONTRACTOR** – The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s)

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fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.

22. **INSURANCE** – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers’ Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder’s operations under the contract. Also, the bidder may be required to file proof of such insurance, naming Sacramento City Unified School District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).
23. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the: Sacramento Unified School District, Accounting Services Department, 5735 47th Avenue, Sacramento, California, 95824. Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.
24. **AMERICAN MADE PRODUCTS** – In compliance with Sections 4300 to 4305 of the California Government Code, only materials produced or manufactured in the United States will be procured by the District, except for those which fall within the purview of Sections 4301, 4302 and 4303.5. In compliance with Code Sections 4330 to 4334 inclusive California products shall receive preference over materials made elsewhere. If a bidder is proposing an article of foreign make, the fact must be stated in his bid.
25. **MISCELLANEOUS PROVISIONS:**
 - A. **Assignment of Contracts** – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior

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written consent of the surety on the performance bond (if one is required) and of the District.

B. Binding Effect – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.

C. Severability – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. Amendments – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

E. Entire Agreement – This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

F. Force Majeure Clause – The parties to the 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 satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

G. Hold Harmless Clause – The successful bidder agrees to indemnify, defend and save harmless Sacramento City Unified School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or inure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

H. Prevailing Law – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all

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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.

I. Governing Law and Venue – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Sacramento County.

J. Permits and Licenses – The successful bidder(s) and all of his 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 herein listed. All operations and materials shall be in accordance with law.

K. Toll Charges – If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder shall accept charges for such calls on a reverse charge basis.

L. Contract Documents – The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. Independent Contractor – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.

N. Anti-discrimination – It is the policy of the Sacramento City Unified School District Board of Education, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.

O. Termination Without Cause – This Agreement may be terminated by the District upon giving thirty days advance written notice of an intention to terminate.

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P. Product Shortages – If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

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Bidder Name: _____

Special Conditions and Instructions

Sacramento Unified School District (District) is requesting Bids for Canned Fruits and Vegetables. The District is comprised of over 85 schools and sites with an average daily attendance of 43,000 students. **This is a one (1) year bid with the possibility of two (2), one (1) year extensions.**

This is a line item Bid. Pricing must be guaranteed for one (1) year from date of award. If submitting pricing of other than specified, submit sample with part number and specification sheet.

The amounts listed are estimates of usage, the District may purchase more or less as determined by school needs.

1. Bid is for Warehouse delivery.
2. Bid pricing is to be extended to no more than four (4) decimal points.
3. Any request for price increase must be submitted thirty (30) days prior to term of contract. Vendor must submit all supporting documentation. The District reserves the right to accept or deny any increase to price.
4. No delivery during school holidays and vacations and no delivery on Saturday or Sunday. (Upon award Nutritional Services to provide vendor with school vacation and holiday schedules)
5. All deliveries are to be to the designated to SCUSD District Warehouse 3051 Redding Ave., Sacramento, CA 95820 location normal working hours. No dark drops.
6. Credits for sub-standard products. (Exception – no credit to department for damaged or out-of-code products due to fault of customer)
7. Delivery schedule to be pre-scheduled, contact Nutrition Services Robert Aldama @ 916-277-6582 for appointments.

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8. Do you offer prompt payment incentives? YES _____ NO _____
If yes, provide description of incentives

9. The District reserves the right to add or remove products as maybe need throughout the term of this contract. The District may add or remove sites as necessary.
10. At no time will an order be shipped without the issuance of an approved District purchase order. Any request for product will consist of only the quantity requested on the purchase order; any amount over the requested quantity listed on the purchase order will be refused.
11. Do not include sales tax on your invoice. In accordance with the California Tax Code, the District does not pay sales tax for products which are served to the students of a school by public schools, school districts.
12. Please indicate location of source for each product listed which you are bidding.

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Item	Estimated Annual Usage	units	Warehouse Canned Goods Bid	Case Cost	Identify Location of Source	Unit Cost
1	3900	Case	Domestic Peaches Diced extra Light Syrup or juice 6/#10-Grade B or better			
2	3500	Case	Mandarins Whole segments Light Syrup 6/#10- Grade B or better			
3	3000	Case	Domestic Corn Low Sodium 6/#10- Grade B or better			
4	2800	Case	Pineapple Chunks in Light Syrup 6/#10- Grade B or better			
5	2700	Case	Domestic Applesauce unsweetened 6/#10- Grade B or better			
6	1000	Case	Mixed Fruit packed in extra Light Syrup or juice 6/#10- Grade B or better			
7	500	Case	Domestic Salsa Low Sodium 6/#10			
8	500	Case	Domestic Pear Slices, Bartlett, packed in Juice or extra light syrup 6/#10- Grade B or better			
9	450	Case	Green Beans Low Sodium 6/#10- Grade B or better			
10	100	Case	Carrot Coins Low Sodium 6/#10- Grade B or better			
				Total Cost		

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NON-COLLUSION DECLARATION

TO BE EXECUTED BY AND SUBMITTED WITH BID

I, _____, declare that I am 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 proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Date

Name of Vendor

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

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Authorized Vendor Signature

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

Date	Signature/Title	Type or Print Name
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Name of Company	Address	City and State
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Area Code	Telephone Number	Fax Number
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Federal Tax Id Number

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Piggyback Clause

The Sacramento City Unified School (District) hereby declares its intent and authorization to make all contracts awarded under this Invitation to Bid "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections §20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary and shall hold the Sacramento City Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

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

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions of BID # 120406

Option Granted YES

Option Granted NO