



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1a

Meeting Date: June 18, 2020

Subject: Approval/Ratification of Grants, Entitlements, and Other Income Agreements
Approval/Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Notices of Completion – Facilities Projects
4. Approval of Declared Surplus Materials and Equipment

<p>Estimated Time of Presentation: N/A Submitted by: Rose Ramos, Chief Business Officer Jessica Sulli, Contract Specialist Approved by: Jorge A. Aguilar, Superintendent</p>

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>COLLEGE & CAREER READINESS</u>		
California Department of Education A20-00109	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2019/20	\$1,029,530 No Match
<p>7/1/20 – 6/30/21: Under the awarded Career Technical Education Incentive Grant (CTEIG) 20-21, and adherence to the 12 High Quality Program Standards for Career Technical Education (CTE), SCUSD will continue to practice deliberate integrated curriculum instruction and provide work-based learning structures focused on high-skill, high-demand, high-wage, workforce development and industry partnership and also with the ACT Work Keys National Career Readiness Certificate. We will ensure that students are prepared and ready to persist in SCUSD High School CTE Pathways and through Post-Secondary Guided Pathways, by implementing CTE instruction including lab practice spaces, student led planning, persistence conferencing, work-based learning opportunities, post-secondary exploration within 5th-8th grades, professional development for integrated instruction of defense of learning 5-12th grades. We will offer the above career access specialized instruction in the following high-demand sectors; Building Construction Trades, Manufacturing, Engineering, Public Service, Arts, Media, Entertainment, ICT and Agriculture. The new labs will allow us both the operational and strategic road map from middle school to high school segments to build upon capacity and advance workforce development impacts with exemplary practice and to align to labor market needs and the compliance to Education Code Policy, Section 51228 which states, "Each school district maintaining any of grades 7 to 12, inclusive, shall offer to all otherwise qualified students in those grades a course of study that provides an opportunity for those pupils to attain entry-level employment skills in business or industry upon graduation from high school." High Quality Program Standards are in the following areas: High-Quality Integrated Curriculum and Instruction, Career Exploration and Student Supports, Cross-System Alignment, Appropriate use of Data and Continuous Improvement, Skilled instruction and Industry leadership informed by professional development and Equity and Access.</p>		

<u>SPECIAL EDUCATION</u>		
California Department of Education A20-00113	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2018/19	\$2,376 No Match
<p>7/1/19 – 9/30/21: Grant for Special Education Preschool Program Staff Development. Funding for training days and associated costs, including registration, substitute staff, materials, and presenter fees.</p>		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES SUPPORT SERVICES</u>		
Staples R21-00359	5/1/20 – 5/1/21: Purchase of furniture for the administration and music buildings at John F. Kennedy High School as part of the Core Academic Renovation project at the site.	\$166,115 Measure Q Funds
Sourcewell Piggyback Contract #121919-SCC	Furniture includes filing cabinets, chairs, tables and desks for students and staff. Purchasing Services finds it is in the best interest of the District to utilize the Sourcewell Agreement #121919-SCC Cooperative Purchasing	

New Contract:

Yes

No

Agreement between Staples and Sourcewell (formerly NJPA (National Joint Powers Authority)) pursuant to California Government Code §6500-6536. Cooperative purchasing agreements, as authorized by Public Contract Code §20118, allow other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts. Contracts awarded by Sourcewell are based on quality, proven performance, and pricing. As a government entity, the district is able to piggyback on this agreement and purchase directly from Staples under the same terms, conditions and pricing.

NUTRITION SERVICES

Producer's Dairy 7/1/20 – 6/30/21: One-year contract with Producer's Dairy for milk and dairy products for the 2020/21 school year. \$1,176,906
Nutrition Services
EGUSD Piggyback Purchasing Services finds it is in the best interest of the District to utilize the Elk Grove Unified School District Dairy Contract #610-17/18, pursuant to Public Contract Code § 20118, which allows other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts as well as Title 2, Code of Federal Regulations §200.318(e), that allows efforts to promote cost-effective use of shared agreements where appropriate for procurement or use of common or shared goods and services. Funds

New Contract:

Yes

No

Items to be purchased under this contract are:

Description	Approx. Annual Usage	Unit Cost	Extended Cost
1% LF Homo Vitamin D Milk, ECO (8oz)	4,145,000	.23410	\$970,344.50
Fat Free Homo Vitamin D Milk, ECO (8oz)	650,000	.22140	\$143,910.00
Lactaid, NF w/Calcium (8oz)	108,600	.57690	\$62,651.34
	Projected Annual Cost		\$1,176,905.84

Daylight Foods 7/1/20 – 6/30/21: One-year contract with Daylight Foods for produce for the 2020/21 school year. Purchasing Services finds it is in the best interest of the District to utilize Hayward Unified School District Dairy contract #19.105, pursuant to Public Contract Code § 20118, which allows other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts as well as Title 2, Code of Federal Regulations §200.318(e), that allows efforts to promote cost-effective use of shared agreements where appropriate for procurement or use of common or shared goods and services. \$948,300
Nutrition Services
HUSD Piggyback Contract #19.105

New Contract:

Yes

No

Produce items to be purchased under this contract are detailed in Attachment C of the contract. The projected annual amount is \$948,300.

Unrestricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>LEGAL SERVICES</u>		
Lozano Smith LLP SA20-00109 SA21-00018	7/1/19 – 6/30/21: Legal services as required for current services remaining in 2019-20 and ongoing anticipated services through 2021. Services relate primarily to labor and employment matters, business, special education and board matters. The majority of the District's legal expenses relate to numerous pending matters, primarily with its labor associations, including but not limited to:	19/20 Original Amount: \$2,000,000
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<ul style="list-style-type: none"> • SCTA Grievance Arbitration seeking millions associated with market rate changes to District healthcare plans • SCTA Grievance Challenging implementation of district-wide student assessments • SCTA Unfair Practice Charge regarding district implementation of distance learning during school closures • District's Unfair Practice Charge for SCTA's refusal to bargain in good faith over a successor contract • SCTA Grievance seeking substantial reimbursements concerning class assignment configurations (split classes) • SCTA Writ asserting Brown Act violations to reverse 2019 layoffs • SCTA Writ concerning Child Development related layoff • Development of structured negotiated agreement, expert review of District Special Education and discipline practices, and filings related to BPSB v. SCUSD • Representation of District in various employment matters including certificated and classified employee layoffs and discipline cases. • And finally, negotiations related to a successor collective bargaining agreement and the re-opening of schools 	Increase: \$800,000
		New 19/20 Total: \$2,800,000 General Fund
		20/21 Total: \$2,000,000 General Fund

NOTICES OF COMPLETION – FACILITIES PROJECTS

Contract work is complete and Notices of Completion may be executed.

Contractor	Project	Completion Date
ACCO Engineered Systems, Inc.	Golden Empire Roof & HVAC Replacement	2/26/20

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Curriculum & Instruction	<p>BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District. Various surplus book dealers were contacted but no offers to purchase were received.</p>
<p>TOTAL VALUE \$0.00</p>	
<p>DISPOSAL METHOD Discard</p>	<p>STATUS: The District has a quantity of outdated, unusable textbooks which have recently been replaced including Science, Biology, Chemistry, Physics and Life Science textbooks.</p> <p>RECOMMENDATION: It is recommended that the Board of Education approve the disposal of the listed items per Education Code section 17546.</p>

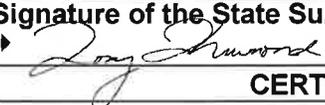
RECEIVED

MAY - 7 2020

*copy: V. Marrero
 C. Baeta
 R. Ramos
 V. Harria*

orig to Jessica Sulli

Grant Award Notification

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870		OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District		CDE GRANT NUMBER		
		FY	PCA	Vendor Number	Suffix	
		19	25437	67439	00	
Attention Jorge Aguilar		STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY	
Program Office Office of the Superintendent		Resource Code	Revenue Object	34		
Telephone 916-643-9000		6387	8590	INDEX		
Name of Grant Program Career Technical Education Incentive Grant					0615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	0	0	\$1,029,530	0	July 1, 2019	December 31, 2021
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
N/A	N/A	N/A			N/A	
<p>I am pleased to inform you that you have been funded for the Career Technical Education Incentive Grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Sarah Chambers, Associate Governmental Program Analyst Career and College Transition Division, Career Technical Education Leadership Support Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901.</p>						
California Department of Education Contact Erle Hall				Job Title Education Programs Consultant		
E-mail Address Ehall@cde.ca.gov				Telephone 916-323-2564		
Signature of the State Superintendent of Public Instruction or Designee 				Date April 23, 2020		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<p><i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i></p>						
Printed Name of Authorized Agent				Title		
E-mail Address				Telephone		
Signature ▶				Date		

*copy: B. Bryant
 J. Benini
 C. Barta
 R. Ramos*

orig. Jessica Zulli

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	19	13431	67439	01
Attention Jorge Aguilar, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Sacramento City Unified SELPA 3412	Resource Code	Revenue Object Code	34	
Telephone 916-643-9000	3345	8182	INDEX	
Name of Grant Program 2019-2020 Preschool Staff Development				0663

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$2,376.00		\$2,376.00		07/01/2019	09/30/2021
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
84.173A	H173A190120	Individuals with Disabilities Education Act Part B, Section 619			United States Department of Education	

I am pleased to inform you that you have been funded for the Preschool Staff Development grant.
 This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:
 Liem Vo, Associate Governmental Program Analyst
 Opportunities for All Branch
 Special Education Division, Administrative Services Unit
 California Department of Education
 1430 N Street, Room 2401
 Sacramento, CA 95814-5901

RECEIVED
MAY 27 2020

OFFICE OF THE SUPERINTENDENT
 Sacramento City Unified School District

California Department of Education Contact Noelia Hernández	Job Title Education Administrator I
Email Address NHernandez@cde.ca.gov	Telephone 916-327-0725
Signature of the State Superintendent of Public Instruction or Designee <i>Long Howard</i>	Date May 18, 2020
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS	
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>	
Printed Name of Authorized Agent	Title
Email Address	Telephone
Signature ▶	Date

Grant Award Notification (Continued)

The following grant conditions apply:

1. This grant was awarded to the California Department of Education (CDE) by the U.S. Department of Education (ED). This program is authorized under the Individuals with Disabilities Education Act (IDEA), Part B, Section 619, as amended on December 3, 2004, and codified under Public Law (PL) 108-446, 20 *United States Code (USC)* 1400 et seq. Implementing regulations for this program are in Title 34 of the *Code of Federal Regulations (CFR)* Part 300. This grant shall be administered in accordance with the provisions of the IDEA.
2. IDEA Part B funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified in 2 *CFR* Part 200 and commonly referred to as the Uniform Guidance. The Uniform Guidance provisions in 2 *CFR* Part 200 replace provisions previously found in the Education Department General Administrative Regulations, or EDGAR, in 34 *CFR* parts 74 and 80 and prior Office of Management and Budget (OMB) Circulars A-87 and A-133.
3. General assurances and certifications are required for grants supported by federal funds and are hereby incorporated by reference. The CDE has agreed to accept the assurances your agency currently provides in the Consolidated Application. Information about the general assurances and certifications are available on the CDE General Assurances 2019-20 Web page at <https://www.cde.ca.gov/fq/fo/fm/generalassurances2019.asp>.
4. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the AO-400, which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 to the CDE.
5. The grantee must complete and return to the CDE the Expenditure Report. Please ensure that these funds are appropriately reported by using the Standardized Account Code Structure indicated on this award. All approved project funds must be expended within the designated award period. Refer to the enclosed Expenditure Report Instruction for detailed information on reporting requirements and payment reimbursements. Note: The Federal Cash Management Improvement Act of 1990 was enacted by PL 101-453 and codified at 31 *USC* sections 3335, 6501, and 6503. The implementing regulations are provided in Title 31 of the *CFR* Part 205. In accordance with Title 31 *CFR* Part 205.10, the CDE grant allocations must be limited to the actual, immediate cash requirements of the grantee.
6. Upon completion of grant conditions 3 through 5, the initial payment will be processed up to the actual expenditures reported.
7. The grantee must provide the Special Education Local Plan Area (SELPA) Responsible Local Agency/Administrative Unit (RLA/AU) negotiated, approved, federally recognized indirect cost rate (ICR) for agency-wide and general management costs according to *CFR* Part 200.331(a)(4). The CDE-approved rates for local educational agencies (LEAs) are available on the CDE Indirect Cost Rates (ICR) Web page at <https://www.cde.ca.gov/fq/ac/ic/>. The SELPA RLA/AU must complete the ICR Report and return with the Final Expenditure Report. When submitting the ICR Report, the grantee must report the maximum allowable and actual indirect cost claimed by each SELPA RLA/AU receiving IDEA funds excluding pass-through to LEAs.
8. The grantee must return to the CDE the Final Expenditure Report and ICR Report no later than October 8, 2021, in order to meet end-of-year federal reporting and payment deadlines. Upon receipt of these documents, up to 100 percent of the grant will be reimbursed.

CDE Grant Number: 19-13431-67439-01
May 18, 2020
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Grant Award Notification (Continued)

9. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention Web page at <https://www2.ed.gov/about/offices/list/oig/hotline.html>.
10. Under authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any fiscal questions regarding this grant, please contact Liem Vo, Associate Governmental Program Analyst, Special Education Division, by phone at 916-327-3676 or by email at SEDgrants@cde.ca.gov.

cc: Business Fiscal Officer: Expenditure Report Instruction
Special Education Local Plan Area Director

QUOTATION

SOLD TO:

Troy Meitz
 Sacramento City USD
 425 1st Street

 Sacramento CA 95818
 916-741-1034

SHIP TO:

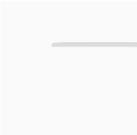
Troy Meitz
 Sacramento City USD
 425 1st Street

 Sacramento CA 95818
 916-741-1034

Project: Kennedy High School Furniture

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON	
	5/20/2020		Troy Meitz	Mike Swanson	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$

AREA 1: ROOMS 231-232-234-235-236-237-238-239

1	1	FKI 4-3822-C	Fire King Classic Lateral File Cabinet 22x38x53 Color: <i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-F	\$3,542.21	\$3,542.21
2	2	HON HF23B	Black Removable Lock Core Kit  <i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-F Select Key Number .X101E KEY NUMBER: 101E	\$14.58	\$29.16
3	2	HON HF23B	Black Removable Lock Core Kit  <i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-F Select Key Number .X102E KEY NUMBER: 102E	\$14.58	\$29.16
4	1	HON HHN831124	Flat Bracket 24D  <i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-F Select Color Option .S Color: Charcoal	\$29.16	\$29.16
5	1	HON HHN831124	Flat Bracket 24D	\$29.16	\$29.16

FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		5/20/2020		Troy Meitz	Mike Swanson
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Select Color Option .S Color: Charcoal		
6	12	ACF C-EXPL-18	Explorer 4-Leg Stacking Chair-18" Shell	\$53.59	\$643.08
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Frame Selection PCF Powder Coated Frame Powder Coated Frame Color Selection CH Chrome Seating Shell Finishes AP Apple Glides and Caster M Marquis Nylon Swivel Glides Ganging Feature ~ No Ganging Feature Padded Seat ~ No Padded Seat Book Rack ~ No Book Rack Music Pitch ~ No Music Pitch Senior Size Carton ~ No Senior Size Carton		
7	1	HON H5795	5700 Series Height Adjustable Arms	\$41.47	\$41.47
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Frame Color Selection .T FRAME: Black		
8	5	HON HGRMTAC	4-Trac Electrical Power Hub 3" Grommet Mount	\$50.58	\$252.90
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Select Grommet Color .X Plastic: Standard Color		
9	1	HON H105856	10500 Series Back enclosure for 72"W Stack on Storage	\$108.00	\$108.00
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Select Laminate \$(L1STD) Grd L1 Standard Laminates Laminate Selection .S LAM: Charcoal		
10	2	HON HCTSQR24	Arrange Table 24" Square Top	\$135.80	\$271.60
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Grommet Selection .N No Grommet Select Grade \$(L1STD) Grd L1 Standard Laminates Select Laminate Finish .LDW1 Designer White 15051 Select Edgeband Color .DW Designer White 15051		
11	1	HON HLSLR2448	Voi 24"D x 48" W Rectangle Worksurface	\$136.71	\$136.71

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	5/20/2020		Troy Meitz	Mike Swanson

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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Tag For: AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I

Select Laminate	\$(L1STD)	Grd L1 Standard Laminates
Select Laminate Finish	.LK11	LAM: Kingswood Walnut
Select T-Mold Edge Color	KI	Kingswood Walnut
Select Grommet	.G	Grommets
Select Grommet Clr	S	Clr: Charcoal

12	1	HON H90056	10500 Series Tckbd for 72"W Stack on Strg Bck Enclosure	\$137.16	\$137.16
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Tag For: AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I

Fabric Selection	\$(AA)	Gr AA Fab
Gr AA Fab	.FACT	Fabric: Factor
Factor Fabric Color	25	COLOR: Cascade

13	12	ACF D-INT-CANT-2026	Cantilever Style Desk, 20Dx26W	\$178.76	\$2,145.12
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Tag For: AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I

Top Style	HP	Hard Plastic
Hard Plastic Top With Embossed Pencil Groc	MA	Maple
Frame Selection	PCF	Powder Coated Frame
Powder Coated Frame Colors	BL	Glossy Black
Leg Height	AD	22" - 30" Height Adjustable
Glides Selection	~	No Stainless Steel Glides
Book Bag Hook	~	No Book Bag Hook
Carton Selection	~	No Carton

14	4	HON HMT3060G	Huddle 30x60 Table Top w/Edgeband	\$179.09	\$716.36
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Tag For: AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I

Select Grommet	.N	No Grommets
Select Laminate	\$(L1STD)	Grd L1 Standard Laminates
Select Laminate	.LDW1	Designer White 15051
Select Edge Color	.DW	Designer White

15	1	HON H5721	Volt 5720 Series Task Pneu Swivel Tilt Tilt Tension Lock	\$185.92	\$185.92
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Tag For: AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I

Select Caster Option	.H	CASTER: Hard (Standard)
Select Upholstery for 5721	\$(2)	GRADE: II UPHOLSTERY
UPH: Fabric Options	.PNS	Appoint
Appoint Fabric Selections	005	Color: Lawn
Frame Color Selection	.T	FRAME: Black

16	4	HON HMBTLEG24	Huddle Fixed Height T-leg bas For 24" tops	\$199.59	\$798.36
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FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		5/20/2020		Troy Meitz	Mike Swanson
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I Select Caster/Glide .G Glide Select Paint Grade \$(P2) P2 Paint Opts Select Grade 2 Paint .PR6 Silver		
17	2	HON HCT29SX	Arrange Seated Height X-base for 24-30" Srfc	\$225.57	\$451.14
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I Select Paint Color \$(P2) P2 Paint Opts Select Grade 2 Paint .PR8 Silver Texture		
18	2	HON HIGCL	Ignition Guest Chair Four Leg Frame Arms	\$231.04	\$462.08
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I Select Glide Option .E Glide: Glide Select Back .U Back: Upholstered Select Upholstery \$(2) GRADE: II UPHOLSTERY Upholstery Selection .DOT Dotty Dotty Fabric Selection 83 Uph: Park Select Frame Color .T FRAME: Black		
19	2	HON HTPWRGROM2	Preside Flip Top Port-Ellora	\$263.85	\$527.70
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
20	1	HON H105692	10500 Series Cred Shell 48W x 24D x 29-1/2H	\$277.97	\$277.97
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates Select Top Laminate Color .LK11 LAM: Kingswood Walnut Select Chassis Laminate Color S LAM: Charcoal		
21	3	HON H10578	10500 Series Desk Shell 60W x 30D x 29-1/2H	\$307.14	\$921.42
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates Select Top Laminate Color .LK11 LAM: Kingswood Walnut Select Chassis Laminate Color S LAM: Charcoal		
22	2	HON HUTM3672	Metal Utility Table 36D x 72W	\$309.87	\$619.74

FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		5/20/2020		Troy Meitz	Mike Swanson
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Select Laminate Finish \$(L1STD) Grd L1 Standard Laminates Select Laminate Finish .LOFT LAM: Loft Select Paint finish \$(P1) P1 Paint Opts Select Grade 1 Paint .P Black Select Leg finish .P PAINT1: Black		
23	2	HON H10502	10500 Series Floornd Full Ht Ped B/B/F 15-5/8W x 22-3/4D	\$312.61	\$625.22
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Select Laminate \$(L1STD) Grd L1 Standard Laminates Laminate Selection .S LAM: Charcoal		
24	5	HON H4041	Olson Stacker 4040 Series Polymer St-Back 4-Ctn	\$317.62	\$1,588.10
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Select Shell Color .BU COLOR: Surf Select Frame Color .Y FRAME: Chrome		
25	1	HON H105535	10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H	\$375.95	\$375.95
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates Select Top Laminate Color .LK11 LAM: Kingswood Walnut Select Chassis Laminate Color S LAM: Charcoal		
26	3	HON H105102	10500 Series Mobile Full Ht Ped B/B/F 15-5/8W x 22-3/4D	\$389.16	\$1,167.48
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates Select Top Laminate Color .S LAM: Charcoal Select Chassis Laminate Color S LAM: Charcoal		
27	5	HON HIWM3	Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld	\$403.29	\$2,016.45
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Select Arm Type .A Arm: Height and Width Adj Select Caster Option .H CASTER: Hard (Standard) Select Back .M Back: Mesh Back Select Upholstery \$(2) GRADE: II UPHOLSTERY Upholstery Selection .DOT Dotty Dotty Fabric Selection 83 Uph: Park		

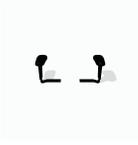
FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		5/20/2020		Troy Meitz	Mike Swanson
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			Select Frame Color	.T	FRAME: Black
			Select Base	.SB	Base: Standard Base
28	1	HON HTTLEG120	Preside Aluminum T leg for 120" Table Tops	\$404.20	\$404.20
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Select Base Color	\$(P1)	P1 Paint Opts
			Select Grade 1 Paint	.S	Charcoal
29	4	HON H4073	Pagoda 4070 Series Fan Back Guest Armless Set of 2	\$424.25	\$1,697.00
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Select Upholstery for 4073	\$(2)	GRADE: II UPHOLSTERY
			Upholstery Selection	.DOT	Dotty
			Dotty Fabric Selection	33	Uph: Sunflower
			Frame Color Selection	.T	FRAME: Black
30	10	HON HIWM3	Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld	\$403.29	\$4,032.90
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Select Arm Type	.A	Arm: Height and Width Adj
			Select Caster Option	.H	CASTER: Hard (Standard)
			Select Back	.M	Back: Mesh Back
			Select Upholstery	\$(2)	GRADE: II UPHOLSTERY
			Upholstery Selection	.WP	Whisper Vinyl
			UPH: Whisper Vinyl	38	COLOR: Elephant
			Select Frame Color	.T	FRAME: Black
			Select Base	.SB	Base: Standard Base
31	1	HON H105908L	10500 Series 42Wx24Dx29-1/2H Return Lt File/File Ped	\$428.81	\$428.81
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
32	1	HON H105815R	10500 Series Rt Extended Corner Unit 24-36x72-24x29-1/2	\$489.42	\$489.42
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
33	1	HON H10534K	10500 Series 72x37 1/8 Stack-On Storage 4-Dr Locking ETA	\$497.16	\$497.16

FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		5/20/2020		Troy Meitz	Mike Swanson
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
34	1	HON HTLA48120	Preside 120W x 48D Racetrack Shaped Laminate Top	\$534.08	\$534.08
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Edge Option	.G	2MM/Flat
			Select Edge Finish	D	Edge: Natural Maple
			Select Grommet	.G1	Cut out for Pop Up Port
			Select Laminate	\$(L1STD)	Grd L1 Standard Laminates
			Select Laminate	.D	LAM: Natural Maple
35	1	HON H105903R	10500 Series 72Wx24Dx29-1/2H Single Ped Cred RH F/F Ped	\$551.39	\$551.39
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
36	1	HON H105894L	10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F BowTop	\$697.22	\$697.22
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
37	3	HON H885LS	Brigade 800 Series Lat File 2-Drawer w/Storage Case 36W	\$727.75	\$2,183.25
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Lock Opts	.L	Standard Random Key Lock
			Select Paint Color	\$(P1)	P1 Paint Opts
			Select Grade 1 Paint	.S	Charcoal
38	1	HON H9194R	Flagship 42W 4-Drw "R" Pull Lateral 52-1/2H 18D w/o Post	\$931.90	\$931.90
			<i>Tag For:</i> AREA 1: ROOMS 231-232-234-235-236-237-238-239-240 STAFF LNG_IN-I		
			Lock/Omt Opts	.X	Omt Core to Order Key Alike
			Select Paint Color	\$(P1)	P1 Paint Opts
			Select Grade 1 Paint	.S	Charcoal

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON	
	5/20/2020		Troy Meitz	Mike Swanson	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
Tag Subtotal:				\$30,576.11	

AREA 2: ROOMS 216-217-219-221-222-223-224 CONF

39	3	HON HF23B	Black Removable Lock Core Kit	\$14.58	\$43.74
			<i>Tag For:</i> AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI		
		Select Key Number	.X103E	KEY NUMBER: 103E	
40	1	HON HF23B	Black Removable Lock Core Kit	\$14.58	\$14.58
			<i>Tag For:</i> AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI		
		Select Key Number	.X104E	KEY NUMBER: 104E	
41	1	HON HF23B	Black Removable Lock Core Kit	\$14.58	\$14.58
			<i>Tag For:</i> AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI		
		Select Key Number	.X105E	KEY NUMBER: 105E	
42	1	HON HHN831124	Flat Bracket 24D	\$29.16	\$29.16
			<i>Tag For:</i> AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI		
		Select Color Option	.S	Color: Charcoal	
43	1	HON HHN831124	Flat Bracket 24D	\$29.16	\$29.16
			<i>Tag For:</i> AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI		
		Select Color Option	.S	Color: Charcoal	
44	4	ACF C-EXPL-18	Explorer 4-Leg Stacking Chair-18" Shell	\$53.59	\$214.36
			<i>Tag For:</i> AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI		
		Frame Selection	BL	Chrome	
		Powder Coated Frame Color Selection	AP	Apple	
		Seating Shell Finishes	M	Marquis Nylon Swivel Glides	
		Glides and Caster	~	No Ganging Feature	
		Ganging Feature	~	No Padded Seat	
		Padded Seat	~	No Book Rack	
		Book Rack	~	No Music Pitch	
		Music Pitch	~		

FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		5/20/2020		Troy Meitz	Mike Swanson
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
45	1	HON H5795	Senior Size Carton ~ No Senior Size Carton 5700 Series Height Adjustable Arms	\$41.47	\$41.47
			<i>Tag For:</i> AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI		
			Frame Color Selection .T FRAME: Black		
46	3	HON HGRMTAC	4-Trac Electrical Power Hub 3" Grommet Mount	\$50.58	\$151.74
			<i>Tag For:</i> AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI		
			Select Grommet Color .X Plastic: Standard Color		
47	1	HON H105856	10500 Series Back enclosure for 72"W Stack on Storage	\$108.00	\$108.00
			<i>Tag For:</i> AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI		
			Select Laminate \$(L1STD) Grd L1 Standard Laminates Laminate Selection .S LAM: Charcoal		
48	2	HON HF246	Bulk Package 6 F24 Lock Kits	\$123.04	\$246.08
			<i>Tag For:</i> AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI		
49	1	HON HLSLR2448	Voi 24"D x 48" W Rectangle Worksurface	\$136.71	\$136.71
			<i>Tag For:</i> AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI		
			Select Laminate \$(L1STD) Grd L1 Standard Laminates Select Laminate Finish .LK1 LAM: Kingswood Walnut Select T-Mold Edge Color KI Kingswood Walnut Select Grommet .G Grommets Select Grommet Clr S Clr: Charcoal		
50	1	HON H90056	10500 Series Tckbd for 72"W Stack on Strg Bck Enclosure	\$137.16	\$137.16
			<i>Tag For:</i> AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI		
			Fabric Selection \$(AA) Gr AA Fab Gr AA Fab .FACT Fabric: Factor Factor Fabric Color 25 COLOR: Cascade		
51	2	ACF D-INT-CANT-2026	Cantilever Style Desk, 20Dx26W	\$176.49	\$352.98

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	5/20/2020		Troy Meitz	Mike Swanson

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Top Style	HP	Hard Plastic
Hard Plastic Top With Embossed Pencil Groc	MA	Maple
Frame Selection	PCF	Powder Coated Frame
Powder Coated Frame Colors	BL	Glossy Black
Leg Height	AD	22" - 30" Height Adjustable
Glides Selection	~	No Stainless Steel Glides
Book Bag Hook	~	No Book Bag Hook
Carton Selection	~	No Carton

52	1	HON H5721	Volt 5720 Series Task Pneu Swivel Tilt Tilt Tension Lock	\$185.92	\$185.92
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Caster Option	.H	CASTER: Hard (Standard)
Select Upholstery for 5721	\$(2)	GRADE: II UPHOLSTERY
UPH: Fabric Options	.DOT	Dotty
Dotty Fabric Selection	33	Uph: Sunflower
Frame Color Selection	.T	FRAME: Black

53	1	HON HFLCO1	Flock Square Mini	\$224.66	\$224.66
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Glide Option	.HG	Glide: Hidden Glide
SELECT UPHOLSTERY	\$(2)	Gr 2 UPH
Grd 2 Uph	.WP	Whisper Vinyl
UPH: Whisper Vinyl	34	COLOR: Patina

54	1	HON H919436	36Wx18D Square Edge Laminate Top For Lateral File	\$225.57	\$225.57
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Laminate	\$(L1STD)	Grd L1 Standard Laminates
Select Laminate Color	.LK1	LAM: Kingswood Walnut

55	2	HON HIGCL	Ignition Guest Chair Four Leg Frame Arms	\$231.04	\$462.08
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Glide Option	.E	Glide: Glide
Select Back	.U	Back: Upholstered
Select Upholstery	\$(2)	GRADE: II UPHOLSTERY
Upholstery Selection	.DOT	Dotty
Dotty Fabric Selection	83	Uph: Park
Select Frame Color	.T	FRAME: Black

56	2	HON HTPWRGROM2	Preside Flip Top Port-Ellora	\$263.85	\$527.70
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FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	5/20/2020		Troy Meitz	Mike Swanson

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

57	1	HON H105692	10500 Series Cred Shell 48W x 24D x 29-1/2H	\$277.97	\$277.97
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates
 Select Top Laminate Color .LK11 LAM: Kingswood Walnut
 Select Chassis Laminate Color S LAM: Charcoal

58	1	HON H105684	10500 Series Return Shell 29-1/2H x 60W x 24D	\$290.28	\$290.28
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates
 Select Top Laminate Color .B9 LAM: Silver Mesh
 Select Chassis Laminate Color S LAM: Charcoal

59	1	HON H314	310 Series Vertical File 4 Drawer Letter w/Lock	\$295.29	\$295.29
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Lock Opts .P Standard Random Key Lock
 Select Paint Color \$(P1) P1 Paint Opts
 Select Grade 1 Paint .S Charcoal

60	1	HON H10502	10500 Series Floorstd Full Ht Ped B/B/F 15-5/8W x 22-3/4D	\$312.61	\$312.61
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Laminate \$(L1STD) Grd L1 Standard Laminates
 Laminate Selection .S LAM: Charcoal

61	1	HON H105811	10500 Series Corner Unit 24x36x36x24x 29-1/2H	\$352.25	\$352.25
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates
 Select Top Laminate Color .LK11 LAM: Kingswood Walnut
 Select Chassis Laminate Color S LAM: Charcoal

62	2	HON H919472	72Wx18D Square Edge Laminate Top For Lateral File	\$365.47	\$730.94
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FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	5/20/2020		Troy Meitz	Mike Swanson

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Laminate \$(L1STD) Grd L1 Standard Laminates
 Select Laminate Color .LK1 LAM: Kingswood Walnut

63	1	HON H10511R	10500 Series Right Return 29-1/2H x 42W x 24D	\$373.22	\$373.22
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates
 Select Top Laminate Color .LK1 LAM: Kingswood Walnut
 Select Chassis Laminate Color S LAM: Charcoal

64	3	HON HIWM3	Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld	\$403.29	\$1,209.87
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Arm Type .A Arm: Height and Width Adj
 Select Caster Option .H CASTER: Hard (Standard)
 Select Back .M Back: Mesh Back
 Select Upholstery \$(2) GRADE: II UPHOLSTERY
 Upholstery Selection .SMHMMLD Fabric: Meld
 UPH: Meld 32 COLOR: Vine
 Select Frame Color .T FRAME: Black
 Select Base .SB Base: Standard Base

65	1	HON HIWM3	Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld	\$403.29	\$403.29
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Arm Type .A Arm: Height and Width Adj
 Select Caster Option .H CASTER: Hard (Standard)
 Select Back .M Back: Mesh Back
 Select Upholstery \$(2) GRADE: II UPHOLSTERY
 Upholstery Selection .SMHMMLD Fabric: Meld
 UPH: Meld 32 COLOR: Vine
 Select Frame Color .T FRAME: Black
 Select Base .SB Base: Standard Base

66	1	HON HTTLEG120	Preside Aluminum T leg for 120" Table Tops	\$404.20	\$404.20
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Base Color \$(P1) P1 Paint Opts
 Select Grade 1 Paint .S Charcoal

67	1	HON H4073	Pagoda 4070 Series Fan Back Guest Armless Set of 2	\$424.25	\$424.25
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FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	5/20/2020		Troy Meitz	Mike Swanson

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Upholstery for 4073 \$(2) GRADE: II UPHOLSTERY
 Upholstery Selection .DOT Dotty
 Dotty Fabric Selection 33 Uph: Sunflower
 Frame Color Selection .T FRAME: Black

68	1	HON H4073	Pagoda 4070 Series Fan Back Guest Armless Set of 2	\$424.25	\$424.25
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Upholstery for 4073 \$(2) GRADE: II UPHOLSTERY
 Upholstery Selection .WP Whisper Vinyl
 UPH: Whisper Vinyl 89 COLOR: Sassafras
 Frame Color Selection .T FRAME: Black

69	10	HON HIWM3	Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld	\$403.29	\$4,032.90
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Arm Type .A Arm: Height and Width Adj
 Select Caster Option .H CASTER: Hard (Standard)
 Select Back .M Back: Mesh Back
 Select Upholstery \$(2) GRADE: II UPHOLSTERY
 Upholstery Selection .WP Whisper Vinyl
 UPH: Whisper Vinyl 38 COLOR: Elephant
 Select Frame Color .T FRAME: Black
 Select Base .SB Base: Standard Base

70	11	HON H315	310 Series Vertical File 5 Drawer Letter w/Lock	\$433.37	\$4,767.07
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Lock Opts .P Standard Random Key Lock
 Select Paint Color \$(P1) P1 Paint Opts
 Select Grade 1 Paint .P Black

71	1	HON H105905R	10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped	\$438.38	\$438.38
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates
 Select Top Laminate Color .LK11 LAM: Kingswood Walnut
 Select Chassis Laminate Color S LAM: Charcoal

72	5	HON HFSC183640A	Flagship Stg Cab 39 1/8Hx36Wx18D A Pulls-2 Adj Shif	\$483.49	\$2,417.45
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FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	5/20/2020		Troy Meitz	Mike Swanson

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Lock/Omt Opts .L Standard Random Key Lock
 Select Paint Color \$(P1) P1 Paint Opts
 Select Grade 1 Paint .S Charcoal

73	1	HON H10534K	10500 Series 72x37 1/8 Stack-On Storage 4-Dr Locking ETA	\$497.16	\$497.16
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates
 Select Top Laminate Color .LK11 LAM: Kingswood Walnut
 Select Chassis Laminate Color S LAM: Charcoal

74	1	HON HTLA48120	Preside 120W x 48D Racetrack Shaped Laminate Top	\$543.19	\$543.19
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Edge Option .G 2MM/Flat
 Select Edge Finish D Edge: Natural Maple
 Select Grommet .G2 Cut out for Flip Top Port
 Select Laminate \$(L1STD) Grd L1 Standard Laminates
 Select Laminate .D LAM: Natural Maple

75	1	HON H105903R	10500 Series 72Wx24Dx29-1/2H Single Ped Cred RH F/F Ped	\$551.39	\$551.39
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates
 Select Top Laminate Color .LK11 LAM: Kingswood Walnut
 Select Chassis Laminate Color S LAM: Charcoal

76	1	HON H105898L	10500 Series 66Wx30Dx29-1/2H SglPedDskLH B/B/F RectTop	\$560.05	\$560.05
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates
 Select Top Laminate Color .LK11 LAM: Kingswood Walnut
 Select Chassis Laminate Color S LAM: Charcoal

77	1	HON H10505	10500 Series Multi File Ped 36"W x 20"D x 28"H	\$569.16	\$569.16
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Laminate \$(L1STD) Grd L1 Standard Laminates
 Laminate Selection .S LAM: Charcoal

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	5/20/2020		Troy Meitz	Mike Swanson

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
78	1	HON H105894L	10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F BowTop	\$697.22	\$697.22



Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates
 Select Top Laminate Color .LK11 LAM: Kingswood Walnut
 Select Chassis Laminate Color S LAM: Charcoal

79	1	CAP SEAT 1201+1201PD	First Aid Cot with Paper Dispenser	\$778.33	\$778.33
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

80	1	HON HFAA01	Invitation Lounge Arm Chair	\$918.23	\$918.23
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Upholstery for FAA01 \$(2) Gr 2 Uph
 Grd 2 Uph .WP Whisper Vinyl
 UPH: Whisper Vinyl 34 COLOR: Patina
 Frame Options .T1 FRAME: Platinum Metallic
 Select Carton Option .BC Packaged in Carton

81	2	HON H11516	Valido 36"W x 20"D x 59-1/2"H lateral file 4 dwr	\$1,209.42	\$2,418.84
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Tag For: AREA 2: ROOMS 216-217-219-221-222-223-224 CONF_HEALTH_RECORI

Select Edge Detail .A Edge: Ribbon
 Select Pull Detail .F Pull Opt:Crescent Satin Nickel
 Select Laminate \$(L1STD) Grd L1 Standard Laminates
 Select Laminate Color .S LAM: Charcoal
 Select Chassis Laminate Color S LAM: Charcoal

Tag Subtotal: \$27,833.44

AREA 3: ROOMS 200-201-202-203-205-208 COUNS_

82	1	HON HF23B	Black Removable Lock Core Kit	\$14.58	\$14.58
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Tag For: AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_(

Select Key Number .X106E KEY NUMBER: 106E

83	1	HON HF23B	Black Removable Lock Core Kit	\$14.58	\$14.58
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FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		5/20/2020		Troy Meitz	Mike Swanson
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Select Key Number .X107E KEY NUMBER: 107E		
84	1	HON HF23B	Black Removable Lock Core Kit	\$14.58	\$14.58
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Select Key Number .X108E KEY NUMBER: 108E		
85	1	HON HF23B	Black Removable Lock Core Kit	\$14.58	\$14.58
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Select Key Number .X109E KEY NUMBER: 109E		
86	1	HON HF23B	Black Removable Lock Core Kit	\$14.58	\$14.58
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Select Key Number .X110E KEY NUMBER: 110E		
87	1	HON HF23B	Black Removable Lock Core Kit	\$14.58	\$14.58
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Select Key Number .X111E KEY NUMBER: 111E		
88	2	HON HF23B	Black Removable Lock Core Kit	\$14.58	\$29.16
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Select Key Number .X112E KEY NUMBER: 112E		
89	7	HON HHN831124	Flat Bracket 24D	\$29.16	\$204.12
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Select Color Option .S Color: Charcoal		
90	7	HON HHN831124	Flat Bracket 24D	\$29.16	\$204.12

FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		5/20/2020		Troy Meitz	Mike Swanson
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_(
			Select Color Option .S Color: Charcoal		
91	1	HON H5795	5700 Series Height Adjustable Arms	\$41.47	\$41.47
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_(
			Frame Color Selection .T FRAME: Black		
92	7	HON HGRMTAC	4-Trac Electrical Power Hub 3" Grommet Mount	\$50.58	\$354.06
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_(
			Select Grommet Color .X Plastic: Standard Color		
93	1	HON H105856	10500 Series Back enclosure for 72"W Stack on Storage	\$108.00	\$108.00
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_(
			Select Laminate \$(L1STD) Grd L1 Standard Laminates Laminate Selection .S LAM: Charcoal		
94	6	HON HLSLR2436	Voi 24"D x 36" W Rectangle Worksurface	\$112.56	\$675.36
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_(
			Select Laminate \$(L1STD) Grd L1 Standard Laminates Select Laminate Finish .LK11 LAM: Kingswood Walnut Select T-Mold Edge Color KI Kingswood Walnut Select Grommet .G Grommets Select Grommet Clr S Clr: Charcoal		
95	1	HON HLSLR2448	Voi 24"D x 48" W Rectangle Worksurface	\$136.71	\$136.71
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_(
			Select Laminate \$(L1STD) Grd L1 Standard Laminates Select Laminate Finish .LK11 LAM: Kingswood Walnut Select T-Mold Edge Color KI Kingswood Walnut Select Grommet .G Grommets Select Grommet Clr S Clr: Charcoal		
96	1	HON H90056	10500 Series Tckbd for 72"W Stack on Strg Bck Enclosure	\$137.16	\$137.16

FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		5/20/2020		Troy Meitz	Mike Swanson
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS COLLEGE RECPT (
			Fabric Selection \$(AA) Gr AA Fab Gr AA Fab .FACT Fabric: Factor Factor Fabric Color 25 COLOR: Cascade		
97	1	HON HCTRND30	Arrange Table 30" Round Top	\$153.57	\$153.57
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS COLLEGE RECPT (
			Grommet Selection .N No Grommet Select Grade \$(L1STD) Grd L1 Standard Laminates Select Laminate Finish .LK11 LAM: Kingswood Walnut Select Edgeband Color .KI EDGE: Kingswood Walnut		
98	2	HON HTLD36	Preside 36" Round Shaped Laminate Top	\$200.51	\$401.02
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS COLLEGE RECPT (
			Edge Option .G 2MM/Flat Select Edge Finish K Edge: Platinum Select Grommet .N No Grommets Select Laminate \$(L1STD) Grd L1 Standard Laminates Select Laminate .B9 LAM: Silver Mesh		
99	4	HON HMG5	Motivate 4-Leg Cafe Ht Stool	\$180.46	\$721.84
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS COLLEGE RECPT (
			Select Arm Type .N Arm: No Arm Select Caster Option .E Standard Nylon Glide Select Shell Color .BU COLOR: Surf Select Frame Color .BLCK FRAME: Black		
100	1	HON H5721	Volt 5720 Series Task Pneu Swivel Tilt Tilt Tension Lock	\$185.92	\$185.92
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS COLLEGE RECPT (
			Select Caster Option ... Skipped Option Select Upholstery for 5721 \$(2) GRADE: II UPHOLSTERY UPH: Fabric Options .DOT Dotty Dotty Fabric Selection 33 Uph: Sunflower Frame Color Selection .T FRAME: Black		
101	1	HON HCT29SX	Arrange Seated Height X-base for 24-30" Srfc	\$216.46	\$216.46
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS COLLEGE RECPT (

FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		5/20/2020		Troy Meitz	Mike Swanson
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			Select Paint Color Select Grade 1 Paint	\$(P1) .P7A	P1 Paint Opts Textured Charcoal
102	1	HON H919436	36Wx18D Square Edge Laminate Top For Lateral File	\$225.57	\$225.57
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_(
			Select Laminate Select Laminate Color	\$(L1STD) .B9	Grd L1 Standard Laminates Lam: Silver Mesh
103	14	HON HIGCL	Ignition Guest Chair Four Leg Frame Arms	\$231.04	\$3,234.56
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_(
			Select Glide Option Select Back Select Upholstery Upholstery Selection Dotty Fabric Selection Select Frame Color	.E .U \$(2) .DOT 83 .T	Glide: Glide Back: Upholstered GRADE: II UPHOLSTERY Dotty Uph: Park FRAME: Black
104	2	HON HTPWRGROM2	Preside Flip Top Port-Ellora	\$263.85	\$527.70
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_(
105	1	HON H105692	10500 Series Cred Shell 48W x 24D x 29-1/2H	\$277.97	\$277.97
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_(
			Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	\$(L1STD) .LK11 S	Grd L1 Standard Laminates LAM: Kingswood Walnut LAM: Charcoal
106	2	HON HTXLEGS	Preside Standing Height Aluminum X-Leg	\$284.81	\$569.62
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_(
			Select Base Color Select Grade 1 Paint	\$(P1) .P	P1 Paint Opts Black
107	7	HON H10502	10500 Series Floorstdn Full Ht Ped B/B/F 15-5/8W x 22-3/4D	\$312.61	\$2,188.27
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_(
			Select Laminate Laminate Selection	\$(L1STD) .S	Grd L1 Standard Laminates LAM: Charcoal

FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		5/20/2020		Troy Meitz	Mike Swanson
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
108	6	HON H105534	10500 Series Bookcase 4-shelf 36Wx13-1/8Dx57-1/8H	\$323.54	\$1,941.24
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
109	3	HON HFLSO1	Flock Square Ottoman	\$366.84	\$1,100.52
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Flock Leg Opt	.TR	Tapered Rd PR8 or P7A FRM
			Select Upholstery	\$(2)	Gr 2 UPH
			Grd 2 Uph	.WP	Whisper Vinyl
			UPH: Whisper Vinyl	39	COLOR: Charcoal
			Flock Frame Opt	.T	Black Caster Only
110	1	HON H105535	10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H	\$375.95	\$375.95
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
111	9	HON HIWM3	Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld	\$403.29	\$3,629.61
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Select Arm Type	.A	Arm: Height and Width Adj
			Select Caster Option	.H	CASTER: Hard (Standard)
			Select Back	.M	Back: Mesh Back
			Select Upholstery	\$(2)	GRADE: II UPHOLSTERY
			Upholstery Selection	.SMHMLD	Fabric: Meld
			UPH: Meld	32	COLOR: Vine
			Select Frame Color	.T	FRAME: Black
			Select Base	.SB	Base: Standard Base
112	1	HON HTTLEG120	Preside Aluminum T leg for 120" Table Tops	\$404.20	\$404.20
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Select Base Color	\$(P1)	P1 Paint Opts
			Select Grade 1 Paint	.S	Charcoal
113	14	HON H4073	Pagoda 4070 Series Fan Back Guest Armless Set of 2	\$424.25	\$5,939.50

FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		5/20/2020		Troy Meitz	Mike Swanson
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Select Upholstery for 4073	\$(2)	GRADE: II UPHOLSTERY
			Upholstery Selection	.DOT	Dotty
			Dotty Fabric Selection	33	Uph: Sunflower
			Frame Color Selection	.T	FRAME: Black
114	8	HON HIWM3	Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld	\$403.29	\$3,226.32
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Select Arm Type	.A	Arm: Height and Width Adj
			Select Caster Option	.H	CASTER: Hard (Standard)
			Select Back	.M	Back: Mesh Back
			Select Upholstery	\$(2)	GRADE: II UPHOLSTERY
			Upholstery Selection	.WP	Whisper Vinyl
			UPH: Whisper Vinyl	38	COLOR: Elephant
			Select Frame Color	.T	FRAME: Black
			Select Base	.SB	Base: Standard Base
115	1	HON HFSC183640A	Flagship Stg Cab 39 1/8Hx36Wx18D A Pulls-2 Adj Shlf	\$483.49	\$483.49
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Lock/Omt Opts	.L	Standard Random Key Lock
			Select Paint Color	\$(P1)	P1 Paint Opts
			Select Grade 1 Paint	.S	Charcoal
116	3	HON H105815R	10500 Series Rt Extended Corner Unit 24-36x72-24x29-1/2	\$489.42	\$1,468.26
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
117	3	HON H105816L	10500 Series Lt Extended Corner Unit 24-36x72-24x 29-1/2	\$489.42	\$1,468.26
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
118	1	HON H10534K	10500 Series72x37 1/8 Stack-On Storage 4-Dr Locking ETA	\$497.16	\$497.16
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (

FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		5/20/2020		Troy Meitz	Mike Swanson
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
119	1	HON HTLA48120	Preside 120W x 48D Racetrack Shaped Laminate Top	\$543.19	\$543.19
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Edge Option	.G	2MM/Flat
			Select Edge Finish	D	Edge: Natural Maple
			Select Grommet	.G2	Cut out for Flip Top Port
			Select Laminate	\$(L1STD)	Grd L1 Standard Laminates
			Select Laminate	.D	LAM: Natural Maple
120	3	HON H105903R	10500 Series 72Wx24Dx29-1/2H Single Ped Cred RH F/F Ped	\$551.39	\$1,654.17
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
121	4	HON H105904L	10500 Series 72Wx24Dx29-1/2H Single Ped Cred LH F/F Ped	\$551.39	\$2,205.56
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
122	5	HON HMVR-3060G-NS	Motivate Table Rect 30Dx60W 2mm Edge Nesting Base	\$598.33	\$2,991.65
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Select Grommet Location	.N	No Grommets
			Select Grade	\$(L1STD)	Grd L1 Standard Laminates
			Select Laminate	.A9	Steel Mesh
			Select Edge Color	.P	Black
			Select Caster/Glide Option	.C	Caster
			Select Paint Grade	\$(P1)	P1 Paint Opts
			Select Grade 1 Paint	.P	Black
123	1	HON H105893R	10500 Series 72Wx36Dx29-1/2H SglPedDsk RH B/B/F BowTop	\$697.22	\$697.22
			<i>Tag For:</i> AREA 3: ROOMS 200-201-202-203-205-208 COUNS_COLLEGE_RECPT_ (
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
124	3	HON HFLSC1	Flock Square Lounge Chair	\$855.80	\$2,567.40

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	5/20/2020		Troy Meitz	Mike Swanson

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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Tag For: AREA 3: ROOMS 200-201-202-203-205-208 COUNS COLLEGE RECPT (

Flock Leg Opt .TR Tapered Rd PR8 or P7A FRM
 Select Upholstery \$(2) Gr 2 UPH
 Grd 2 Uph .WP Whisper Vinyl
 UPH: Whisper Vinyl 34 COLOR: Patina
 Flock Frame Opt .T Black Caster Only

125	4	HON HFLSC1	Flock Square Lounge Chair	\$855.80	\$3,423.20
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Tag For: AREA 3: ROOMS 200-201-202-203-205-208 COUNS COLLEGE RECPT (

Flock Leg Opt .TR Tapered Rd PR8 or P7A FRM
 Select Upholstery \$(2) Gr 2 UPH
 Grd 2 Uph .WP Whisper Vinyl
 UPH: Whisper Vinyl 89 COLOR: Sassafras
 Flock Frame Opt .T Black Caster Only

Tag Subtotal: \$45,297.04

AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_

126	2	HON HF23B	Black Removable Lock Core Kit	\$14.58	\$29.16
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Tag For: AREA 4: ROOMS 100-101-102-103-104-105 LOBBY OFFICE SEC LG CO

Select Key Number .X113E KEY NUMBER: 113E

127	1	HON HF23B	Black Removable Lock Core Kit	\$14.58	\$14.58
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Tag For: AREA 4: ROOMS 100-101-102-103-104-105 LOBBY OFFICE SEC LG CO

Select Key Number .X114E KEY NUMBER: 114E

128	1	HON HF23B	Black Removable Lock Core Kit	\$14.58	\$14.58
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Tag For: AREA 4: ROOMS 100-101-102-103-104-105 LOBBY OFFICE SEC LG CO

Select Key Number .X115E KEY NUMBER: 115E

129	1	HON HF23B	Black Removable Lock Core Kit	\$14.58	\$14.58
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Tag For: AREA 4: ROOMS 100-101-102-103-104-105 LOBBY OFFICE SEC LG CO

Select Key Number .X116E KEY NUMBER: 116E

FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		5/20/2020		Troy Meitz	Mike Swanson
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
130	2	HON HF23C	Lock Core Replacement Kit Brushed Chrome	\$19.14	\$38.28
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY OFFICE SEC LG CO		
			Select Key Number .X114E KEY NUMBER: 114E		
131	1	HON HHN831124	Flat Bracket 24D	\$29.16	\$29.16
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY OFFICE SEC LG CO		
			Select Color Option .S Color: Charcoal		
132	1	HON HHN831124	Flat Bracket 24D	\$29.16	\$29.16
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY OFFICE SEC LG CO		
			Select Color Option .S Color: Charcoal		
133	3	HON HGRMTAC	4-Trac Electrical Power Hub 3" Grommet Mount	\$50.58	\$151.74
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY OFFICE SEC LG CO		
			Select Grommet Color .X Plastic: Standard Color		
134	1	HON HGRMTAC2	Power Grommet - 2 Outlets 10' Cord	\$67.44	\$67.44
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY OFFICE SEC LG CO		
135	1	HON H105854	10500 Series Back enclosure for 60"W Stack on Storage	\$96.15	\$96.15
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY OFFICE SEC LG CO		
			Select Laminate \$(L1STD) Grd L1 Standard Laminates Laminate Selection .S LAM: Charcoal		
136	1	HON H90054	10500 Series Tckbd for 60"W Stack on Strg Bck Enclosure	\$114.84	\$114.84
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY OFFICE SEC LG CO		
			Fabric Selection \$(AA) Gr AA Fab Gr AA Fab .FACT Fabric: Factor Factor Fabric Color 25 COLOR: Cascade		

FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		5/20/2020		Troy Meitz	Mike Swanson
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
137	1	HON HLSLR2448	Voi 24"D x 48" W Rectangle Worksurface	\$136.71	\$136.71
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO		
			Select Laminate	\$(L1STD)	Grd L1 Standard Laminates
			Select Laminate Finish	.LK11	LAM: Kingswood Walnut
			Select T-Mold Edge Color	KI	Kingswood Walnut
			Select Grommet	.G	Grommets
			Select Grommet Clr	S	Clr: Charcoal
138	1	HON H919436	36Wx18D Square Edge Laminate Top For Lateral File	\$225.57	\$225.57
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO		
			Select Laminate	\$(L1STD)	Grd L1 Standard Laminates
			Select Laminate Color	.LK11	LAM: Kingswood Walnut
139	6	HON HIGCL	Ignition Guest Chair Four Leg Frame Arms	\$231.04	\$1,386.24
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO		
			Select Glide Option	.E	Glide: Glide
			Select Back	.U	Back: Upholstered
			Select Upholstery	\$(2)	GRADE: II UPHOLSTERY
			Upholstery Selection	.DOT	Dotty
			Dotty Fabric Selection	83	Uph: Park
			Select Frame Color	.T	FRAME: Black
140	2	HON HTPWRGROM2	Preside Flip Top Port-Ellora	\$263.85	\$527.70
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO		
141	1	HON HTLA3672	Preside 72W x 36D Racetrack Shaped Laminate Top	\$283.90	\$283.90
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO		
			Edge Option	.G	2MM/Flat
			Select Edge Finish	LOFT	Edge: Loft
			Select Grommet	.N	No Grommets
			Select Laminate	\$(L1STD)	Grd L1 Standard Laminates
			Select Laminate	.LK11	LAM: Kingswood Walnut
142	1	HON HTTLEG72	Preside Aluminum T leg for 72" Table Tops	\$287.54	\$287.54
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO		

FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		5/20/2020		Troy Meitz	Mike Swanson
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			Select Base Color	\$(P1)	P1 Paint Opts
			Select Grade 1 Paint	.S	Charcoal
143	1	HON H10564	10500 Series Cred Shell 60W x 24D x 29-1/2H	\$290.28	\$290.28
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO		
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
144	1	HON H105684	10500 Series Return Shell 29-1/2H x 60W x 24D	\$290.28	\$290.28
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO		
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
145	1	HON H105684	10500 Series Return Shell 29-1/2H x 60W x 24D	\$290.28	\$290.28
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO		
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
146	1	HON H10502	10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D	\$312.61	\$312.61
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO		
			Select Laminate	\$(L1STD)	Grd L1 Standard Laminates
			Laminate Selection	.S	LAM: Charcoal
147	1	HON H10504	10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D	\$312.61	\$312.61
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO		
			Select Laminate	\$(L1STD)	Grd L1 Standard Laminates
			Laminate Selection	.LK11	LAM: Kingswood Walnut
148	1	HON HMG2	Motivate 4-Leg Stack Chair-Uph Seat-Set/2	\$318.08	\$318.08
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO		
			Select Arm Type	.N	Arm: No Arm
			Select Caster Option	.E	Standard Nylon Glide
			Select Shell Color	.LM	COLOR: Lime

FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		5/20/2020		Troy Meitz	Mike Swanson
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			Select Upholstery	\$(2)	Grade: II Uph
			Upholstery Selection	.WP	Whisper Vinyl
			UPH: Whisper Vinyl	89	COLOR: Sassafras
			Select Frame Color	.BLCK	FRAME: Black
149	2	HON H105811	10500 Series Corner Unit 24x36x36x24x 29-1/2H	\$352.25	\$704.50
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO		
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
150	2	HON H919472	72Wx18D Square Edge Laminate Top For Lateral File	\$365.47	\$730.94
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO		
			Select Laminate	\$(L1STD)	Grd L1 Standard Laminates
			Select Laminate Color	.LK11	LAM: Kingswood Walnut
151	2	HON H105535	10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H	\$375.95	\$751.90
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO		
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
152	6	HON HIWM3	Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gl'd	\$403.29	\$2,419.74
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO		
			Select Arm Type	.A	Arm: Height and Width Adj
			Select Caster Option	.H	CASTER: Hard (Standard)
			Select Back	.M	Back: Mesh Back
			Select Upholstery	\$(2)	GRADE: II UPHOLSTERY
			Upholstery Selection	.SMHMMLD	Fabric: Meld
			UPH: Meld	32	COLOR: Vine
			Select Frame Color	.T	FRAME: Black
			Select Base	.SB	Base: Standard Base
153	12	HON HIWM3	Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gl'd	\$403.29	\$4,839.48
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO		
			Select Arm Type	.A	Arm: Height and Width Adj
			Select Caster Option	.H	CASTER: Hard (Standard)
			Select Back	.M	Back: Mesh Back
			Select Upholstery	\$(2)	GRADE: II UPHOLSTERY
			Upholstery Selection	.WP	Whisper Vinyl
			UPH: Whisper Vinyl	38	COLOR: Elephant
			Select Frame Color	.T	FRAME: Black

FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		5/20/2020		Troy Meitz	Mike Swanson
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			Select Base	.SB	Base: Standard Base
154	1	HON HTTLEG144	Preside Aluminum T leg for 144" Table Tops	\$434.73	\$434.73
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG_CO		
			Select Base Color	\$(P1)	P1 Paint Opts
			Select Grade 1 Paint	.S	Charcoal
155	1	HON H105905R	10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped	\$438.38	\$438.38
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG_CO		
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
156	2	HON H105906L	10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped	\$438.38	\$876.76
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG_CO		
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
157	1	HON H105324K	10500 Series60x37 1/8 Stack-On Storage 4-Dr Locking ETA	\$466.18	\$466.18
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG_CO		
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal
158	5	HON HFSC183640A	Flagship Stg Cab 39 1/8Hx36Wx18D A Pulls-2 Adj Shlf	\$483.49	\$2,417.45
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG_CO		
			Lock/Omt Opts	.L	Standard Random Key Lock
			Select Paint Color	\$(P1)	P1 Paint Opts
			Select Grade 1 Paint	.S	Charcoal
159	1	HON H105815R	10500 Series Rt Extended Corner Unit 24-36x72-24x29-1/2	\$489.42	\$489.42
			<i>Tag For:</i> AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG_CO		
			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LK11	LAM: Kingswood Walnut
			Select Chassis Laminate Color	S	LAM: Charcoal

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	5/20/2020		Troy Meitz	Mike Swanson

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
160	9	NOF N59BB	ACQUAINT,GUEST,FULLY UPH BACK,ARMS	\$519.44	\$4,674.96



Tag For: AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO

UPHOLSTERY GRADE 2 GRADE 2
 PRIMARY UPH PATTERN COLOR 23031 PHRASE POOLSIDE
 FINISH NM NATURAL

161	1	NOF CLN2424ENW	CLEVER,24DX24W,END TABLE	\$524.64	\$524.64
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Tag For: AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO

FINISH NM NATURAL

162	1	NOF CLN2040MGW	CLEVER,20DX40W,MAGAZINE TABLE	\$558.71	\$558.71
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Tag For: AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO

FINISH NM NATURAL

163	2	HON H10505	10500 Series Multi File Ped 36"W x 20"D x 28"H	\$569.16	\$1,138.32
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Tag For: AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO

Select Laminate \$(L1STD) Grd L1 Standard Laminates
 Laminate Selection .S LAM: Charcoal

164	1	HON HTLA48144	Preside 144W x 48D Racetrack Shaped Laminate Top	\$602.89	\$602.89
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Tag For: AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO

Edge Option .G 2MM/Flat
 Select Edge Finish D Edge: Natural Maple
 Select Grommet .G2 Cut out for Flip Top Port
 Select Laminate \$(L1STD) Grd L1 Standard Laminates
 Select Laminate .D LAM: Natural Maple

165	1	HON H105894L	10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F BowTop	\$697.22	\$697.22
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Tag For: AREA 4: ROOMS 100-101-102-103-104-105 LOBBY_OFFICE_SEC_LG CO

Select Top Laminate Color \$(L1STD) Grd L1 Standard Laminates
 Select Top Laminate Color .LK11 LAM: Kingswood Walnut
 Select Chassis Laminate Color S LAM: Charcoal

Tag Subtotal: \$28,027.69

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON	
	5/20/2020		Troy Meitz	Mike Swanson	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
MUSIC BLDG: 308 MUSIC OFFICE					
166	1	HON HF23B	Black Removable Lock Core Kit	\$14.58	\$14.58
			<i>Tag For:</i> MUSIC BLDG: 308 MUSIC OFFICE		
		Select Key Number	.X117E	KEY NUMBER: 117E	
167	1	HON HF23B	Black Removable Lock Core Kit	\$14.58	\$14.58
			<i>Tag For:</i> MUSIC BLDG: 308 MUSIC OFFICE		
		Select Key Number	.X118E	KEY NUMBER: 118E	
168	2	HON HGRMTAC	4-Trac Electrical Power Hub 3" Grommet Mount	\$50.58	\$101.16
			<i>Tag For:</i> MUSIC BLDG: 308 MUSIC OFFICE		
		Select Grommet Color	.X	Plastic: Standard Color	
169	1	HON HCTRND48	Arrange Table 48" Round Top	\$216.00	\$216.00
			<i>Tag For:</i> MUSIC BLDG: 308 MUSIC OFFICE		
		Grommet Selection	.N	No Grommet	
		Select Grade	\$(L1STD)	Grd L1 Standard Laminates	
		Select Laminate Finish	.LK1	LAM: Kingswood Walnut	
		Select Edgeband Color	.KI	EDGE: Kingswood Walnut	
170	1	HON HCT29LX	Arrnge Seated Hght X-base for 42-48" Srfc	\$264.30	\$264.30
			<i>Tag For:</i> MUSIC BLDG: 308 MUSIC OFFICE		
		Select Paint Color	\$(P1)	P1 Paint Opts	
		Select Grade 1 Paint	.P7A	Textured Charcoal	
171	1	HON H105684	10500 Series Return Shell 29-1/2H x 60W x 24D	\$290.28	\$290.28
			<i>Tag For:</i> MUSIC BLDG: 308 MUSIC OFFICE		
		Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates	
		Select Top Laminate Color	.LK1	LAM: Kingswood Walnut	
		Select Chassis Laminate Color	S	LAM: Charcoal	
172	1	HON H105684	10500 Series Return Shell 29-1/2H x 60W x 24D	\$290.28	\$290.28

FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
		5/20/2020		Troy Meitz	Mike Swanson
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			<u>Tag For:</u> MUSIC BLDG: 308 MUSIC OFFICE		
			Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	\$(L1STD) .LK11 S	Grd L1 Standard Laminates LAM: Kingswood Walnut LAM: Charcoal
173	2	HON H105811	10500 Series Corner Unit 24x36x36x24x 29-1/2H	\$352.25	\$704.50
			<u>Tag For:</u> MUSIC BLDG: 308 MUSIC OFFICE		
			Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	\$(L1STD) .LK11 S	Grd L1 Standard Laminates LAM: Kingswood Walnut LAM: Charcoal
174	2	HON HIWM3	Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld	\$403.29	\$806.58
			<u>Tag For:</u> MUSIC BLDG: 308 MUSIC OFFICE		
			Select Arm Type Select Caster Option Select Back Select Upholstery Upholstery Selection UPH: Meld Select Frame Color Select Base	.A .H .M \$(2) .SMHMMLD 32 .T .SB	Arm: Height and Width Adj CASTER: Hard (Standard) Back: Mesh Back GRADE: II UPHOLSTERY Fabric: Meld COLOR: Vine FRAME: Black Base: Standard Base
175	2	HON H4073	Pagoda 4070 Series Fan Back Guest Armless Set of 2	\$424.25	\$848.50
			<u>Tag For:</u> MUSIC BLDG: 308 MUSIC OFFICE		
			Select Upholstery for 4073 Upholstery Selection Dotty Fabric Selection Frame Color Selection	\$(2) .DOT 83 .T	GRADE: II UPHOLSTERY Dotty Uph: Park FRAME: Black
176	1	HON H105905R	10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped	\$438.38	\$438.38
			<u>Tag For:</u> MUSIC BLDG: 308 MUSIC OFFICE		
			Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	\$(L1STD) .LK11 S	Grd L1 Standard Laminates LAM: Kingswood Walnut LAM: Charcoal
177	1	HON H105906L	10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped	\$438.38	\$438.38
			<u>Tag For:</u> MUSIC BLDG: 308 MUSIC OFFICE		

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	5/20/2020		Troy Meitz	Mike Swanson

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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			Select Top Laminate Color	\$(L1STD)	Grd L1 Standard Laminates
			Select Top Laminate Color	.LOFT	LAM: Loft
			Select Chassis Laminate Color	S	LAM: Charcoal

178	2	HON H10505	10500 Series Multi File Ped 36"W x 20"D x 28"H	\$569.16	\$1,138.32
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Tag For: MUSIC BLDG: 308 MUSIC OFFICE

			Select Laminate	\$(L1STD)	Grd L1 Standard Laminates
			Laminate Selection	.S	LAM: Charcoal

179	1	HON H9194R	Flagship 42W 4-Drw "R" Pull Lateral 52-1/2H 18D w/o Post	\$941.01	\$941.01
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Tag For: MUSIC BLDG: 308 MUSIC OFFICE

			Lock/Omt Opts	.L	Standard Random Key Lock
			Select Paint Color	\$(P1)	P1 Paint Opts
			Select Grade 1 Paint	.S	Charcoal

Tag Subtotal: \$6,506.85

x-Installation

180	1		Set in Place installation with removal of Packaging	\$15,529.41	\$15,529.41
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Tag For: x-Installation

Tag Subtotal: \$15,529.41

z-FREIGHT CAPITOL SEATING

181	1			\$113.92	\$113.92
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Tag For: z-FREIGHT CAPITOL SEATING

Tag Subtotal: \$113.92

z-FREIGHT FIREKING

182	1			\$134.43	\$134.43
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Tag For: z-FREIGHT FIREKING

Tag Subtotal: \$134.43

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	5/20/2020		Troy Meitz	Mike Swanson
Line # Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			Total Sell:	\$154,018.89

----- **Special Instructions** -----

Return Policy: Furniture is sourced specifically for the customer and is non-returnable. Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.

This quote is valid for 30 days unless otherwise noted. Applicable Sales Tax will be added at time of invoicing.

----- **Additional Instructions** -----

The above pricing is based on Sourcewell Contract # 121919-SCC per the attached.

By signing this quote, the customer authorizes the procurement of the products and services contained herein. This sale is subject to the Staples Workplace Studio Terms and Conditions attached.

ACCEPTED BY	TITLE	DATE	PO NUMBER
			Total Sell: \$154,018.89

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON	
	5/20/2020		Troy Meitz	Mike Swanson	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$

FURNITURE TERMS AND CONDITIONS

These Terms and Conditions ("T&Cs") apply to all furniture products and services sold by Staples Contract & Commercial LLC ("Staples"). Throughout these T&Cs, your organization will be referred to as "Buyer" or as a "Party". These T&Cs, together with the quote with which these T&Cs are provided/incorporated, form a binding agreement between Staples and Buyer.

1) PRICES OF PRODUCTS AND SERVICES. Buyer may purchase and Staples shall provide the furniture products ("Products") and related services ("Services") at the prices set forth in Staples' written quote. All written quotes for the Products shall be governed by the terms and conditions of these T&Cs and any Exhibit if attached hereto. The purchase price of the Products does not include freight, handling, installation, insurance, sales or other taxes. Staples' prices are subject to change pursuant to the provisions contained herein and as quoted by Staples to Buyer for each project quoted. Freight, handling and installation charges are invoiced separately. Staples reserves the right to reasonably adjust a Product's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on Products. Staples will work with Buyer to identify alternative Products to mitigate customs impact where possible.

2) TERM. Either party shall have the right to terminate the provision of Products and Services pursuant to these T&Cs, for any reason, upon thirty (30) calendar days' prior written notice to the other party. All Products and Services quoted as of the effective date of termination shall be invoiced to Buyer upon termination. In the event of a termination by either party or upon cancellation or expiration of the Agreement, Buyer agrees to promptly pay all amounts owed to Staples. Following termination, Staples reserves the right to withhold shipment of Products until all past due invoices owed to Staples by Buyer are paid.

3) DESIGN. Designs, plans, drawings, specifications, and samples (and the contents thereof) provided in connection with the Products are the property of Staples, and may not be used, reproduced or distributed in whole or in part without Staples' written consent.

4) SHIPPING. Staples shall not be responsible for delays or defaults caused by others or by circumstances beyond its control. Unless Buyer has specified shipping instructions in writing herein or by a subsequent written notice, shipment and delivery will be made by the designated carrier and in the manner deemed best by Staples, including partial shipments.

5) RISK OF LOSS AND DAMAGE. Title and risk of loss or damage to the Product shall pass to Buyer when it is delivered to Buyer or Buyer's agent, whichever first occurs. Staples shall not be liable for any shipping damage, delay, default, loss or expense occurring during or attributable to transportation by any third party carrier.

6) DELIVERY AND INSTALLATION. If delivery and installation are part of this sale, the following provisions shall apply:

A. Installation Site Condition - Buyer will ensure the site is clean and free of debris prior to installation. If Staples must remove or assist in removing existing furniture or equipment at the job site, Buyer shall pay Staples for this Service, as separately invoiced.

B. Installation Site Services - Electricity, heat, and elevator service will be furnished at Buyer's expense. Buyer shall provide adequate facilities for docking, moving and handling of Products.

C. Special Packaging or Handling - If special packaging or handling not contained in these T&Cs is required, Buyer shall pay an extra charge as invoiced separately.

D. Delivery/Installation - Delivery and installation will be during normal business hours (8:00 AM to 5:00 PM local time Monday through Friday, except for Staples designated holidays). Buyer shall pay additional labor costs resulting from overtime work performed at Buyer's request. Staples shall designate the personnel to install the Products sold herein. Buyer shall be responsible for obtaining proper permits for the installation. If regulations in force at the time of installation require the use of tradesmen at the site other than Staples designated personnel, Buyer shall pay for any additional costs incurred. If the Products must be moved due to progress of other trades, or other reason, the Buyer agrees to pay the extra cost of moving.

E. Storage Space - Unless the Products arrive at the site earlier than the date requested, the Buyer shall provide safe and adequate storage space at the Buyer's expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, the Buyer shall pay the associated cost or expense.

7) INSTALLATION DELAYS. If construction delays or other causes not within Buyer's or Staples' control force postponement of an installation as scheduled, Staples or the Buyer shall store the Products until installation can be resumed, and the Products shall be considered accepted by the Buyer for purposes of invoicing and payment. Buyer shall pay all transfer and storage charges incurred.

8) COMPLETION OF INSTALLATION. Within a reasonable time after installation, authorized representatives of Staples and Buyer shall inspect the Product for conformity with the order and for defects and/or damages, and shall note all such mutually agreed upon items on an installation "Service Report". Upon completion of the inspection, the representatives of Staples and Buyer shall sign the Service Report, which shall constitute acceptance of Products installed, except as noted in the Service Report.

9) CHANGE ORDER/CANCELLATION. Any order changes must be submitted in writing. Staples will use commercially reasonable efforts to accommodate Buyer's written change order request. All changes/cancellation requests shall be evaluated at the time of request by Staples and are subject to revised lead times and/or additional charges as applicable.

10) RETURNS POLICY. Custom or made to order Products, or Products sourced specifically for Buyer are not eligible for return. Upon approval by Staples, stocked inventory Product may be returned subject to a restocking fee exclusive of freight and delivery. Returned Product must be in new and unused condition and returned in its original carton within 14 days of receipt.

11) PAYMENT. Buyer may be required to pay a deposit of 50% of the total purchase price of the Product ordered. Payment terms are net 30 days from the date of shipment and net 10 days on a consolidated billing method (e.g. weekly, monthly). For partial shipments, payment shall be due only for Products received. The remaining balance for any partial shipment shall be due within terms following installation of the Product. Staples may invoice Buyer at any time following shipment of the Product. Buyer shall pay the net amount shown on the face of the invoice. Credit cards shall not be

FQO / QUOTE #	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON	
	5/20/2020		Troy Meitz	Mike Swanson	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$

accepted unless otherwise agreed by Staples. Staples reserves the right to charge interest on any past due amount at the rate of 1.5% per month, or the maximum rate legally permitted, whichever is less. Staples shall be entitled to recover its costs of collection, including reasonable attorneys' fees.

12) TAXES. Staples may collect, and Buyer shall pay, any taxes, which Staples may be required to pay or collect by law in connection with this sale. Any such taxes will be added to the price at time of invoicing and the Buyer shall pay the same unless the Buyer shall furnish written proof thereof of exemption to Staples prior to the estimated shipping date. The appropriate tax rate will be based on where the Product is received.

13) LIMITED WARRANTY. Staples will pass through all manufacturers' warranties for the Products sold to Buyer in lieu of any other express or implied warranties by Staples. STAPLES EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.

14) LIMITATION OF LIABILITY. Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. In no event shall Staples' liability (whether in contract, tort or otherwise) for damages arising out of the sale, delivery, installation, use or performance of the Product exceed the purchase price of the Product from which the claim arises.

15) CONFIDENTIALITY. The parties will not disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, confidential information includes, but is not limited to, each party's customer lists, prices, purchasing patterns, and financial information provided by either party, whether or not marked as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures. If this section is breached, the parties agree that monetary damages may not be sufficient to remedy such breach and that the non-breaching party may suffer irreparable damages, and therefore, the parties agree that the non-breaching party will be entitled to equitable and injunctive relief.

16) Press Releases and Advertisements. Unless expressly required by applicable law, neither party shall, without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to these T&Cs.

17) SECURITY INTEREST. Staples reserves and Buyer grants to Staples a purchase money security interest in the Product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. Upon Staples request, Buyer shall execute financing statements and other documents reasonably requested by Staples to protect Staples' security interest. Buyer shall maintain the Product in good condition; keep the Product free from liens and encumbrances; and shall not use or permit use of the Product in a manner likely to damage it, nor remove or permit the removal of the Product from the installation location, nor permit the disassembly of the Product and shall permit inspection by Staples' representative at reasonable times. Buyer shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the Products, with loss payable to Staples as its interest may appear.

18) INDEMNIFICATION. Each party ("Indemnifying Party") shall defend, hold harmless and indemnify the other, its officers, directors, employees, and agents ("Indemnified Party") from and against all third-party claims, damages, or causes of action arising out of or related to the Indemnifying Party's grossly negligent acts or omissions or material breach of any representation, warranty, covenant or obligation under these T&Cs. The Indemnified Party will (a) notify the Indemnifying Party promptly in writing of such action, (b) give the Indemnifying Party sole control of the defense and settlement of such action and (c) provide the Indemnifying Party all reasonable information and assistance requested.

19) FORCE MAJEURE. Neither party shall be liable for delays or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of governments, or any other circumstances or causes beyond the control of either party in the conduct of its business.

20) ASSIGNMENT. Neither party may assign the benefits of these T&Cs without the prior written consent of the other, provided however that Staples may assign these T&Cs to any affiliate, subsidiary or controlled entity. Any party who is assigned these T&Cs is bound to all of the terms and conditions contained herein.

21) INSURANCE. Staples shall at its expense maintain: (i) commercial general liability insurance with limits of at least \$1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Staples to any Buyer facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 combined single limit per occurrence; (iii) employer's liability insurance, the limits of which shall not be less than \$1,000,000; (iv) workers' compensation insurance as prescribed by applicable law; and (v) umbrella/excess coverage in the amount of \$4,000,000 per occurrence. With respect to the coverage described in (i), (ii), and (v) above, Staples shall (a) name Buyer as an additional insured for loss or damage arising out of Staples' products or services under these T&Cs; (b) name Buyer's landlord or property manager as an additional insured when deliveries or services are to be made or performed by Staples at any Buyer facility; (c) waive insurer's subrogation rights against Buyer and Buyer's landlord or property manager, except to the extent loss or damage is caused solely by Buyer or Buyer landlord or property manager; (d) provide primary, non-contributory coverage to additional insureds to the extent loss or damage results from products or services under these T&Cs; and (e) be insured with insurance companies of recognized standing rated A VIII or better by A.M. Best. Buyer and Buyer's landlord or property manager shall receive prior written notice of cancellation in accordance with the policy provisions.

22) Governing Law. The provisions of these T&Cs shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.

23) TERMS AND CONDITIONS OF AGREEMENT. These terms and conditions, in addition to any quote, contain the entire agreement between the parties with respect to the subject matter hereof. All modifications must be in writing, signed by authorized agents of both parties. These T&Cs shall control over any terms and conditions presented in either party's order forms or other documents which conflict with these T&Cs. If there are any additional terms and conditions contained in Buyer's ordering documents that add to or conflict with these terms and conditions, except for product description, pricing, quantity, and delivery instructions, such terms and conditions are expressly objected to and shall not be binding on Staples.

Sacramento City Unified School District/Nutrition Services Milk/Dairy Products “Piggyback” Agreement SY20-21



Sacramento City Unified School District

Nutrition Services

3051 Redding Ave,
Sacramento, CA 95820
T: 916/395-5600



The Sacramento City Unified School District (“District”) enters this (“Agreement”) with Producer’s Dairy (“Vendor”) in order to incorporate a piggyback contract to supply fresh milk & dairy products under the terms and conditions hereinafter provided. The District and the Vendor agree as follows:

- ❖ **Title 2, Code of Federal Regulations, § 200.318(e) allows efforts to promote cost-effective use of shared agreements where appropriate for procurement or use of common or shared goods and services.**
- 1. The parties agree that the Vendor has entered a contract with Elk Grove Unified School District, said contract being identified as: Bid #610-17/18
- 2. The original contract award is incorporated herein by reference and is attached as “Attachment A” to this contract. All of the terms and conditions set out in the original contract are fully binding on the parties and said terms and conditions are incorporated herein.
- 3. Notwithstanding the requirement that the original contract is fully binding on the parties, the parties have agreed to include the District’s terms and conditions and modify special instruction provisions of the original contract as applied to this contract between the Vendor and Sacramento City Unified School District Nutrition Services. Said terms and conditions and special instructions are herein attached as “Attachment B” to this contract.
- 4. Time period (“Term”) of the agreement: (1) year upon SCUSD Board of Education approval, not to exceed original contract term: June 30, 2021.

**Sacramento City Unified School District/Nutrition Services
Milk/Dairy Products "Piggyback" Agreement SY20-21**

5. The parties have agreed on current pricing as original contract includes Escalating Clause. The District's assortment, approximate usage, unit and extended cost is as follows:

Description	Approx. Annual Usage	Unit Cost	Extended Cost
1 % LF Homo Vitamin D Milk, ECO (8 oz.)	4,145,000	\$.23410	\$970,344.50
Fat Free Homo Vitamin D Milk, ECO (8 oz.)	650,000	\$.22140	\$143,910.00
Lactaid, NF w/ Calcium (8 oz.)	108,600	\$.57690	\$62,651.34

		Projected Annual	\$1,176,905.84

Accepted and Agreed on the date indicated below:

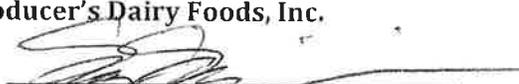
Sacramento City Unified School District

By: _____

Print Name: _____

Title: _____

Producer's Dairy Foods, Inc.

By:  _____

Print Name: Stan Simonian

Title: GM

Attest: _____

Print Name: _____

Title: _____



April 18, 2018

Board of Education
ELK GROVE UNIFIED SCHOOL DISTRICT
8431 Gerber Road
Sacramento, CA 95828

Dear Sirs:

Producers Dairy Foods, Inc. appreciates the opportunity to bid the Milk and Dairy business for the 2018/2019 school year. Enclosed is our Bid Form for Dairy Products. Please note our escalating clause.

ESCALATING CLAUSE: Producers Dairy must insert an escalating clause because of unknown factors at this time. Also, it is a requirement of the California Department of Agriculture. This escalating clause includes our raw product costs, which Producers Dairy has no control over from the dairy farmer or our carton supplier.

Respectfully,

PRODUCERS DAIRY FOODS, INC.

A handwritten signature in black ink that reads "Frank B. Sewill". The signature is written in a cursive style with a large initial "F".

Frank B. Sewill
Director of Administration

Enclosure

FBS/cm





**REQUEST FOR BID
#610-17/18
DAIRY**

TIME LINE

ADVERTISE: March 28, 2018 & April 4, 2018
DUE DATE: April 19, 2018

**ELK GROVE UNIFIED SCHOOL DISTRICT
DAIRY #610-17/08**

BACKGROUND

The Elk Grove Unified School District's Food & Nutrition Services (FNS) department is dedicated to supporting the District's strategic goals, through supporting the overall wellness of the student, so that every student learning in every classroom, in every subject, every day is attainable.

FNS believes that healthy students are better learners; therefore we are committed to providing students with kid-friendly options that promote a healthy body and mind. FNS was built on a strong foundation of teaching students the importance of healthy eating through consuming a rainbow of fresh fruits and vegetables daily as well as lean proteins, whole grains and dairy. FNS has made a commitment to purchase locally, when feasible, and has built a strong Farm to School program.

FNS participates in the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the Child and Adult Care Food Program (CACFP), the Seamless Summer Meal Program (SSO), and the Fresh Fruit & Vegetable Program (FFVP). FNS operates a Central Kitchen facility that provides fresh baked and scratch made goods to our customers daily at 65 sites. We serve approximately 40,000 meals a day, serving over 8 million meals annually.

- All schools offer breakfast and lunch service.
- 21 sites offer supper/snack service.
- 14 sites are Provision 2, where all students are provided meals at no cost.
- 7 sites provide a fruit/vegetable snack during a.m. recess.

**ELK GROVE UNIFIED SCHOOL DISTRICT
DAIRY #610-17/18**

SCHEDULED DATES OF IMPORTANCE

DESCRIPTION	DATE
Release of BID	March 28, 2018
Last day to submit questions by 2:00 PM PST/PDT	April 13, 2018
BID is due no later than 2:00 PM PST/PDT	April 19, 2018
Award	June 12, 2018
Contract Commencement Date:	July 1, 2018
Contract Expiration Date:	June 30, 2021

ELK GROVE UNIFIED SCHOOL DISTRICT
DAIRY - #610-17/18

ATTACHMENT B
DECLARATION REGARDING EMPLOYEE FINGERPRINTING

AND

CRIMINAL BACKGROUND CHECK

I FRANK B. SEWILL, declare as follows:

Where the employees will have contact with pupils, the safety of the pupils will be ensured by one or more of the following:

- a. The Installation of a physical barrier, at the expense of the bidder, at the work site to limit contact with pupils.
- b. Continual supervision and monitoring of all employees of bidder and Subcontractor by an employee of bidder whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I am a duly authorized representative of PRODUCERS DAIRY FOODS, INC.
For the purpose of providing this certification and declare under penalty of perjury and the laws of the State of California that the foregoing is true and correct.

Executed this 18th day of APRIL, 2018, in FRESNO, CA.

Frank B. Sewill
Signature

FRANK B. SEWILL
Printed Name

DIRECTOR OF ADMINISTRATION
Title

**ELK GROVE UNIFIED SCHOOL DISTRICT
DAIRY - #610-17/18**

BID INSTRUCTIONS AND GENERAL REQUIREMENTS

The term of the BID shall commence upon Board of Education approval, for the 2018-2021 school year, unless terminated or cancelled.

1. BID OPENING

BIDS shall be delivered to Elk Grove Unified School District (District), on or before the day and hour set for the opening of the BID. BIDS shall be submitted on the printed form provided by the District and placed in a sealed envelope to: Purchasing and Warehouse Department, Student Support Center, 8431 Gerber Road, Sacramento, CA 95828. Any BID received after the scheduled closing time in the Notice to Bidders shall be unopened. All unsigned BIDS will be rejected. After the BIDS are opened at the designated time, no commitment will be made at that time until all BIDS are evaluated for pricing, specifications and other pertinent information.

2. FORMS

No BID will be considered unless submitted upon the forms provided by the District. All bidders submitting a BID shall be responsible for familiarizing themselves with the conditions and requirements of the BID prior to submitting a BID.

3. EXAMINATION OF BID DOCUMENTS

Bidders submitting a BID shall thoroughly examine and be familiar with the specifications. The failure or omission of any bidder submitting a BID to receive or examine any BID document(s), forms, instruments, addendum or other document there existing shall in no way relieve any bidder submitting a BID from obligations with respect to this BID or to the contract. The submission of a BID shall be taken as prima facie evidence of compliance with this section.

Should a bidder find discrepancies in or omissions from the drawings or other award agreement document, or should be in doubt as to their meaning, shall at once notify the District's Purchasing Buyer, Tim Davis at (tjdavis@egusd.net). The Purchasing Buyer will send written instructions to all bidders. Neither the Director of Purchasing nor a District representative will be responsible for any oral instructions. All inquiries will be answered in writing and distributed to and posted on Public Purchase for all bidders in the form of an addendum in ample time before the BID opening date.

4. SUBMISSION OF BIDS

All prices and quotations must be in ink or typewritten. Bidders submitting a BID must explicitly address any discrepancies between the part numbers and the descriptions of the items. Prices and discounts must be stated in units specified herein. Bidders submitting a BID should quote each manufacturer separately. **NO FAXED BIDS WILL BE ACCEPTED.**

Bidders must submit two (2) copies of BID, one (1) copy clearly marked "ORIGINAL" and one (1) copy, clearly marked "COPY", and a complete electronic copy on flash or thumb drive. Flash or thumb drive for "Attachment E" must be in both Excel format and PDF format.

Where there is a conflict between the hardcopy marked "ORIGINAL" and the electronic copy, the hardcopy marked "ORIGINAL" will govern.

Bids will be considered valid for a period of 90 calendar days after bid closing date.

10. FAILURE TO COMPLY WITH INSTRUCTIONS

Failure to comply with any of the instructions stated in the BID documents may result in rejection of the BID.

- Any party submitting a BID shall not contact, or lobby any District Board of Education member, District official, and employee, or agent or representative during the Bidding process including up to the date of Board action, except as specified in the BID for contact. Any party attempting to influence the BID including the submittal, review process and awarding of BID will have their firm's BID rejected for violating this term and condition of the BID.

- Any party, individual, group or firm, not submitting a BID, but which may have a financial or business interest in the award of the BID shall not contact or lobby any District Board of Education member, District official, employee, agent, contractor or representative, including up to the date of Board action. Any and all public comment regarding the Board of Education's action in the award of this BID will be accepted on the date of Board action in a public meeting pursuant to the Brown Act.

11. WITHDRAWAL OF BID

Any bidder submitting a BID may withdraw his/her BID either personally or by written request, prior to BID opening. Any bidder submitting a BID having questions regarding this BID is to submit a written request for clarification to the Director of Purchasing at PCHSG@egusd.net.

All requests for clarification must be received by April 13, 2018 by 2:00 PM PST/PDT to allow for written response by the District to all Bidders submitting a BID. Withdrawal action of any type must be accomplished before the date and time specified for opening of BIDS in this Notice Calling for BIDS.

Any BID security for a withdrawn BID shall be returned at the time of withdrawal.

No bidder may withdraw any BID for a period of 90 (ninety) calendar days after the date set for the opening of this bid. District reserves the right to reject any or all BIDS or waive any irregularities or informalities in any BIDS or in the bidding.

12. BID NEGOTIATIONS

A BID response to any specific item of this BID with terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive to that specific item.

13. AWARD OF CONTRACTS

District reserves the right to reject any or all BIDS, or to waive any irregularities or informalities in any BIDS or in the bidding. If two identical low BIDS are received from responsible bidders, District will determine which BID will be accepted pursuant to Public Contract Code Section 20117. The award of the contract will be by action of District's Board of Trustees to the lowest responsible and responsive bidder. The lowest responsible and responsive bidder will be determined by the lowest total extended pricing, calculated by the sum of each District estimated usage quantity multiplied by the bidder's submitted unit price, as delineated in the Bid Form and Agreement. Each bidder is required to BID all items. In the event an award is made to a bidder and such bidder fails or refuses to execute the contract and provide any required documents within ten (10) days after notification of the award of the contract to bidder, District may award the contract to the next lowest responsible and responsive bidder until the lowest responsive, responsible bidder accepts or release all bidders.

14. COST OF BID PREPARATION

Cost of preparation of the response to this Invitation for BID is solely the responsibility of the bidder submitting a BID. The District accepts or implies no liability in the cost of preparation.

18. INSURANCE

Limited Indemnification and Hold Harmless: PROVIDER and its agents, officers and employees shall defend, indemnify, and hold harmless EGUSD, its elected and appointed officers, agents, employees, volunteers, PROVIDERS and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which EGUSD, its elected and appointed officers, agents, employees, volunteers, PROVIDERS and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of PROVIDER in the performance of and in accordance with the terms of the Agreement entered into between PROVIDER and EGUSD. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

Minimum Insurance/Coverage: EGUSD and PROVIDER agree to purchase and/or maintain through the duration of this agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this agreement. For the acts and activities contemplated by this agreement, at a minimum, the following shall be provided:

Commercial General Liability Insurance: PROVIDER shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by PROVIDER. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least "A,11" status as rated in the most recent edition of Best's Insurance Reports or as amended agreement between EGUSD and PROVIDER. All policies shall contain a provision requiring thirty (30) days written notice to be given to EGUSD prior to cancellation, modification, or reduction of limits.

Additional Insured Endorsement: EGUSD, its elected and appointed officers, agents, employees, volunteers, PROVIDERS and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "EGUSD, its elected and appointed officers, agents, employees, volunteers, PROVIDERS and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement."

Primary Insurance Endorsement: In addition to the "Additional Insured" as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Such insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the EGUSD, its elected and appointed officers, agents, employees, PROVIDERS and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."

19. HOLD HARMLESS STIPULATION

The BID shall indemnify and hold the District, its officers, agents, and employees, harmless from and against any and all loss, liability and expense (including attorney's fees) of any nature of kind whatsoever, on account of use by the publisher or author, manufacturer of agent of any copyrighted or un-copyrighted composition, secret process, trademark, patented or un-patented, article or appliance furnished or used under this BID.

20. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS

The bidder submitting a BID hereby agrees and acknowledges that monies utilized by the District to purchase the items quoted is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this BID at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds

21. LIQUIDATED DAMAGES

The District shall hold the successful bidder submitting a BID liable and responsible for all damages, which may be sustained because of his/her failure to comply with any condition herein. If the successful bidder submitting a BID fails to furnish or deliver any materials, supplies, equipment or other services at the price quoted, or at a time and place stated, or otherwise fails to comply with the terms of this BID in its entirety the order will be canceled and, the District may purchase the items herein specified elsewhere, without further notice to the successful bidder submitting a BID. Additional cost accrued by the District through this purchase will be deducted from any unpaid invoices.

22. ASSIGNMENT AND SUBCONTRACTING

The contractor shall not assign or subcontract the work or any part thereof, without the previous written consent of the District, nor shall he assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the District has been obtained. No right under this contract, or claim for any money due or to become due hereunder shall be assessed against the District or persons acting for the District, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the District. In case the contractor is permitted to assign monies due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of materials supplied for the performance of the work.

23. TERMINATION OF CONTRACT

If at any time, in the opinion of the District, upon recommendation of the Purchasing Department; (1) contractor fails to conform to the requirements of this contract; (2) contractor seeks relief under any law for the benefit of insolvent or is adjudicated bankrupt; (3) any legal proceedings are commenced against contractor which may interfere with the performance of the contract; or (4) contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing may be served upon him, and should he neglect to provide means for a satisfactory compliance with the contract, as directed by the School District's Board of Education within the time specified by said notice the District in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any excess of the cost arising there from will be charged against the contractor and his sureties, who will be liable thereof. In the event of such termination, all monies due the contractor or retained under the terms of the contract shall be forfeited to the District; but such forfeiture will not release the contractor or his sureties from liability for failure to fulfill the contract.

31. SUBSTITUTIONS AND SAMPLES

All items BID must conform to the specifications set forth in these BID documents. The District reserves the right to reject all BIDs that do not conform to the specifications. When bidding on brands other than those specified, the bidder must state on the bid the brand, quantity, model number, or other trade designation on each item. Do not use "as specified" in responding to this requirement. At a minimum, descriptive technical literature fully describing the claimed "as equal" product must be attached to the bid. Suitability and valuation of "equal" rests in the sole discretion of the District. Where samples are requested they must be furnished at no cost to the District. Samples will be returned at bidder's expense provided a request accompanies the samples and provided further that samples are not destroyed by tests.

32. TAXES

No bid shall include Federal Excise Tax, as the District is exempt from such tax and will furnish appropriate tax exemption certificates. The District will pay California Sales Tax and Use Tax, if applicable, but the amount of this tax will be paid separately and shall not be included in your bid price.

33. DELIVERY/FOB DESTINATION PRICING

Bidders must quote prices F.O.B. Destination, to the delivery location designated by the District and/or Purchasing and Warehouse Department for all transactions against this agreement. The District shall not pay shipping and handling charges, nor shall the District pay for any fuel surcharges. If the material is not received within the time specified for delivery, it will be received at the discretion of the District. Should it be necessary to refuse delivery of any material contained in the BID document, the bidder shall be responsible for the cost of retrieving the merchandise in question.

34. PROTESTING A BID AWARD

A bidder may protest a BID award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

10. The District reserves the rights to cancel immediately any awarded contract that is determined by the School District to be detrimental to the health and welfare of the students and school personnel or that seriously affects the quality of the service and to hold the vendor in default if he has caused such condition to arise.
11. Dairy and milk product quantities delivered to the schools shall be determined by the cafeteria lead at the school location. Delivery schedules shall be adhered to.
12. The School District reserves the right to make additions to, or deletions from, the lists of schools to be served, with 30 days' notice during the term of the contract. Quantities listed in the bid are approximate for the contract period.
13. The School District reserves the right to add or delete related items from the contract, at any time during the period of the contract.
14. Prices are to be in effect July 1, 2018 to June 30, 2019. The contract shall be reviewed yearly and based on performance may be extended for additional two years at the districts discretion. An extension will be granted based on performance and competitive pricing of product.
15. Cartons must be coded at time of filing to identify last permissible day of use.
16. Acceptable milk and dairy food cartons are: plastic coated paper cartons or plastic containers, free of milk residue. Containers must be conducive to EASY opening.
17. It is the intent of the Elk Grove Unified School District to award this bid by aggregate. However the District reserves the right to award by individual item if it is determined to be in the best interest of the District.
18. This bid shall be firm based on the cost or price of Class 1 Milk (Federal order price and premium) at the time of bid. Any subsequent change in the effective Class 1 price (Federal order and premium) shall result in a unit price adjustment, upward or downward, during the period of the contract.
19. Any subsequent changes in the effective price (Federal order class I premium) during any given time period when confirmed officially by the USDA milk market administrator shall be reflected by adjustment in the unit price at the beginning of the next given month. Price adjustments shall be made only on changes in cost of milk (Federal Order plus premium) and will be unit price adjusted based upon the price per cwt. of raw material. All price adjustments shall be submitted in writing to the Director of Food and Nutrition Services no later than thirty (30) days prior to increase/decrease.

NOTE: This bid price shall be based on Class 1 Raw Milk pricing. (Market price at the time of the bid opening)
20. The Elk Grove Unified School District reserves the right to inspect the facilities of the successful bidder prior to award and at any time during the contract. All purveyor plants must be Federal or State inspected.
21. The District requires a high level of service and support from the awarded vendor. Vendor will be held responsible for timely deliveries for all sites and follow-up as necessary. Partial shipments are discouraged. The goal is to receive complete orders without multiple deliveries or drop shipments.
22. Bidder must be able to provide an emergency order within 30 minutes of an order being placed.

ELK GROVE UNIFIED SCHOOL DISTRICT
DAIRY - #610-17/18

ATTACHMENT D
QUESTIONNAIRE

Answer the following questions related to EGUSD's Dairy Bid Specifications. Feel free to attach additional pages if you need more space to provide a complete answer.

Please describe your company's ability to provide the EGUSD with locally-sourced fluid milk. What systems do you have in place for tracking locally-sourced products?

OUR MILK IS SOURCED FROM LOCAL DAIRIES WITHIN 50 MILES OF FRESNO, CA. ALL LOADS RECEIVED ARE LOGGED AND TESTED PRIOR TO PROCESSING. THIS MEETS LOCALLY SOURCED REQUIREMENT OF WITHIN 250 MILE RADIUS OF SACRAMENTO

Please describe how your company ensures that your business is environmentally sound with fair and humane animal practices.

WE SOURCE ONLY MILK FROM CERTIFIED DAIRIES / CDI COOP ANNUAL 3RD PARTY AUDIT - SQF (CURRENT CERTIFICATE INCLUDED)

Please provide a brief statement of your company's qualifications for servicing EGUSD. Include information about the length of time you have been in operation, strengths and successes, your areas of specialization and expertise, and any other relevant information that will assist EGUSD in evaluating your application.

PRODUCERS DAIRY FOODS HAS BEEN IN OPERATION SINCE 1932 WE SERVE CUSTOMERS IN ALL AREAS OF CALIFORNIA WE HAVE NINE REGIONAL BRANCH LOCATIONS WE SERVE OVER 125 SCHOOLS DISTRICTS IN CALIFORNIA

References are required, even if you have done business with our District in the past. (Please provide references for School Districts or related Food Service Institutions that your company has serviced.)

Reference Name and Phone:

- 1) FRESNO USD - JOSE ALVARADO (559) 457-6250
- 2) CLAVIS USD - ROBERT SCHRAM (559) 327-9130
- 3) CERES USA - RHONDA WILKINHEAD (209) 556-1580

District Contact:

Note primary contact person responsible for monitoring our account (order status, deliveries, etc.)

Name: PATRICK KELLY Title: SCHOOL ACCOUNT MANAGER

E-Mail: PATRICK.KELLY@PRODUCERSDAIRY.COM

Phone: (559) 351-9017 Fax: (559) 457-4678

EGUSD - Food & Nutrition Services Dairy Bid Service Locations

SCHOOL	PHONE #	CONTACT NAME	ADDRESS	CITY, ZIP CODE	Existing	
					Delivery Days	Delivery Times
Adreani	525-2017 (caf)	Ronie Ibarra	9927 Wildhawk W. Drive	Sacramento, 95829	Tues/Friday	9:00-11:00
Batey	685-0330 (caf)	Amy McMahon	9421 Stonebrook Drive	Elk Grove, CA 95624	Tues/Thurs	9:30-1:30
Beitzel	688-7450 (caf)	Mary Ellen McIntyre	8140 Caymus Drive	Sacramento, CA 95829	Mon/Wed	12:00-2:30
Butler	681-5138 (caf)	Gladys Saavedra Leonard	9180 Brown Road	Elk Grove, 95624	Mon/Wed	10:30-2:00
Carroll	714-0889 (caf)	OPEN	10325 Stathos Drive	Elk Grove, CA 95757	Mon/Wed	8:00-12:00
Case	681-5024 (caf)	Veronica Panzien	8565 Shasta Lily Drive	Elk Grove, 95624	Tues/Thurs	10:00-12:00
Castello	478-4026 (caf)	Valerie Sabatoni	9850 Fire Poppy Drive	Elk Grove, CA 95757	Wed/Fri	7:00-10:00
Cosumnes River	681-3902 (caf)	Patricia MacFarland	13580 Jackson Road	Sloughhouse, 95683	Tues	9:00-12:30
Dillard	793-2026 (caf)	Tammy Carnes	9721 Dillard Road	Wilton 95693	Thursday	11:00-1:30
Donner	683-8138 (caf)	June Franklin	9461 Soaring Oaks Drive	Elk Grove, 95758	Tues/Thurs	8:30 - 11:00
Ehrhardt	684-8213 (caf)	Kathy Hartman	8900 Old Creek Drive	Elk Grove, 95758	Mon/Thurs	9:30-1:30
Elk Grove Elementary	686-1730 (caf)	Amanda Cruz	9373 Crowell Drive	Elk Grove, 95624	Tues/Thurs	9:00-11:00
Elliott Ranch	685-0383 (caf)	Roshni Kumar	10000 East Taron Drive	Elk Grove, 95758	Mon/Wed	7:00-11:00
Feickert	685-8867 (caf)	Stephanie Rickett	9351 Feickert Drive	Elk Grove, 95624	Tues/Thurs	6:00-8:00
Fite	689-3696 (caf)	Olivia Lim	9561 Fite School Road	Sacramento, 95829	Wed	8:00 - 11:00
Florin Elementary	383-0924 (caf)	Angie Tu	7300 Kara Drive	Sacramento, 95828	Daily	6:00-11:00
Foulks Ranch	683-2612 (caf)	Hoda Elshamy	6211 Laguna Park Drive	Elk Grove, 95758	Mon, Wed, Fri	10:30-1:30
Franklin Elementary	684-8039 (caf)	Kavita Lal	4011 Hood-Franklin Road	Elk Grove, 95758	Tues/Wed	7:00-11:00
Hein	690-8506 (caf)	Frances Gray	6820 Bellaterra Drive	Elk Grove, CA 95757	Mon/Wed	8:00-12:00
Herburger	681-1207 (caf)	Heba Elshamy	8670 Maranello Drive	Elk Grove, CA 95624	Daily	7:30 - 11:30
Jackson	688-5215 (caf)	Sidelia Garcia	8351 Cutler Way	Sacramento, 95828	Tues/Thurs/Fri	6:00-10:00
Kennedy	386-2841 (caf)	Joyce Blair	7037 Briggs Drive	Sacramento, 95828	Daily	6:00-7:00
Kirchgater	688-8876 (caf)	Dale Paoloni	8141 Stevenson Avenue	Sacramento, 95828	Daily	7:30-11:00
Leimbach	689-8064 (caf)	OPEN	8101 Grandstaff Drive	Sacramento, 95823	Daily	6:00-11:00
Mack	391-8536 (caf)	Laura Gamboa	4701 Brookfield Drive	Sacramento, 95823	Daily	7:00-11:00
Markofer	686-8037 (caf)	Linda Huffman	9759 Tralee Way	Elk Grove, 95624	Tues/Thurs	6:45-10:00
McGarvey	793-3417 (caf)	Jennifer Chacon	4350 Sophistry Drive	Rancho Cordova, CA 95742	Tues/Friday	9:00-11:00
McKee	686-8474 (caf)	Felicia Mattle	8701 Halverson Drive	Elk Grove, 95624	Tues/Thurs	6:00-10:00
Mix	509-8855 (caf)	Kim Miller	4730 Laguna Park Drive	Elk Grove, 95758	Mon & Thurs	10:30-1:00
Morse	681-1383 (caf)	Traci Sloan	7000 Cranleigh Avenue	Sacramento, 95823	Tues/Thurs	7:00-11:00
Pleasant Grove Elem	686-6704 (caf)	Melissa Wagner Small	10160 Pleasant Grove School Rd.	Elk Grove, 95624	Mon	6:30-8:30
Prairie	391-9026 (caf)	Yolanda Gutierrez	5251 Valley Hi Drive	Sacramento, 95823	Mon/Tues/Fri	6:00-10:00
Reese	391-9368 (caf)	Cindy Riley	7600 Lindale Drive	Sacramento, 95828	Daily	7:00-11:00
Reith	421-1323 (caf)	Ashley Marsh	8401 Valley Lark Drive	Sacramento, 95823	Mon/Tues/Wed/Fri	10:00-12:00
Sierra	383-0908 (caf)	Christina Brewer	9115 Fruitridge Road	Sacramento, 95826	Tues/Thurs	11:00-1:30
Sims	684-3860 (caf)	Stacey McDuffie	3033 Buckminster Drive	Elk Grove, 95758	Mon/Thurs	7:00-11:00
Stone Lake	683-2557 (caf)	Jean Russell	9673 Lakepoint Drive	Elk Grove, 95758	Mon/Thurs	8:00-12:00
Sunrise	985-8969 (caf)	Toni Medeiros	11821 Cobble Brook Drive	Rancho Cordova, CA 95742	Tues/Friday	9:00-12:00
Tsakamoto	689-1020 (caf)	Martha Raya	8737 Brittany Park Drive	Sacramento, 95828	Mon/Tues/Fri	9:30-1:30
Union House	424-5828 (caf)	Saleshini Lata	7850 Deer Creek Drive	Sacramento, 95823	Daily	6:00-11:00
West	683-3494 (caf)	Maria Correia	8625 Serio Way	Elk Grove, 95758	Mon, Wed, Fri	8:00-12:00
Zehnder Ranch	793-3300 - 18446	Patty Roubal	9880 Denali Circle	Elk Grove, 95757	Mon/Wed	7:00-11:00

Elk Grove Unified School District
 Food and Nutrition Services
 8389 Gerber Road
 Sacramento, CA 95828

Food & Nutrition Services Dairy Bid
 Bid No. 610-17/18 - Due: 4/19/2018 - 2:00pm
 ATTACHMENT E; PRICE SCHEDULE

REQUEST FOR BID (This is NOT an order)
 Please quote your lowest price on this sheet for the following goods or services FOB. Do not include California sales tax in your quoted price. All prices will be held for the period stated in the instructions.

Bidder's Company Name: PRODUCERS DAIRY FOODS, INC
APRIL 2018 PRICING

Item	Item Description & Specifications	Est Use Per Year	Unit	Cost Per Indiv. Unit	Cost Per Case	Total Cost	Comments
EXAMPLE	Milk, chocolate, 1/2 pint, USDA grade A non-fat, pasteurized, homogenized, peak carton, 50 per case	60,000	ea	\$ 0.203	10.15	\$609,000	Our cases contain only 25 units
1	Milk, chocolate, 1/2 pint, USDA grade A non-fat, pasteurized, homogenized, peak carton, 50 per case, No High Fructose Corn Syrup allowed and with 19 grams of sugar or less	3,605,770	1/2 PINT	.1701	10.21	603,341.48	OUR CASES CONTAINS 60 UNITS
2	Milk, white, 1/2 pint, USDA grade A, fat free, pasteurized, homogenized, peak carton, 50 per case	205,658	1/2 PINT	.1698	10.19	34,920.73	OUR CASE CONTAINS 60 UNITS
3	Milk, white, 1/2 pint, USDA grade A, 1% low fat, pasteurized, homogenized, peak carton, 50 per case	3,125,256	1/2 PINT	.1789	10.73	559,108.30	OUR CASE CONTAINS 60 UNITS
4	Milk, strawberry, 1/2 pint, USDA grade A, non fat, pasteurized, homogenized, peak carton, 50 per case, No High Fructose Corn Syrup allowed and with 20 grams of sugar or less	377,220	1/2 PINT	.1700	10.20	64,127.40	OUR CASE CONTAINS 60 UNITS
5	Milk, white, 1/2 pint, USDA grade A, whole, pasteurized, homogenized, peak carton, 50 per case	4,920	1/2 PINT	.1900	11.40	934.80	OUR CASE CONTAINS 60 UNITS
6	Milk, white, 2% reduced fat, 3rd ppr	285	EA	.2241	8.96	63.87	OUR CASE CONTAINS 40 UNITS
7	Milk, white, fat free, 3rd ppr	288	EA	N/A	N/A	N/A	
8	Milk, chocolate, 1% low fat, 3rd ppr	243	EA	.2241	8.96	63.87	OUR CASE CONTAINS 40 UNITS
9	Milk, white, gallon, USDA grade A, 2% reduced fat, pasteurized, homogenized	528	GAL	2.79	16.74	1,473.12	OUR CASE CONTAINS 6 UNITS
10	Lactaid, Fat Free Milk, 100% Lactose Free, 8 FL OZ., Grade A, Vitamin A & D, Ultra Pasteurized	200,000	1/2 PINT	.5700	11.40	114,000.00	OUR CASE CONTAINS 20 UNITS
11	Cultured Sour cream, 2/5lb	14,653	EA	4.1010	16.404	60,091.95	OUR CASE CONTAINS 4 UNITS
12	Buttermilk, USDA grade A, pasteurized, homogenized, 1/2 gallon	3,508	1/2 GAL	1.35	16.20	4,735.80	OUR CASE CONTAINS 12 UNITS
13	Yogurt, 6 oz, low fat, assorted flavors, blended, 12 per case	60	EA	.4500	5.40	27.00	OUR CASE CONTAINS 12 UNITS
14	Yogurt, vanilla, low fat, quart	3,488	EA	1.89	11.34	6,592.32	OUR CASE CONTAINS 6 UNITS
15	Orange juice, 100% fruit juice, pint, 12 per case	60	EA	.5150	6.18	30.90	OUR CASE CONTAINS 12 UNITS
	Orange juice, 100% fruit Juice gallon	60	GAL	3.2100	19.26	192.60	OUR CASE CONTAINS 6 UNITS
17	Half and half creamer, quart	511	EA	1.1010	22.02	562.61	OUR CASE CONTAINS 20 UNITS
18	Cottage cheese, low fat, 2/5lb	54	EA	4.868	9.74	262.87	OUR CASE CONTAINS 2 UNITS
19	Eggs, grade A, large, carton of 12	1,147	EA	2.78	33.36*	3188.66*	OUR CASE CONTAINS 12 UNITS

BID #610-17/18

DAIRY

* MARKET PRICE -
 25 SUBJECT TO
 CHANGE WEEKLY

Sacramento City Unified School District

GENERAL TERMS AND CONDITIONS

1. **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.
2. **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.
3. **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.
4. **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) 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.
5. **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).

Sacramento City Unified School District

6. **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.
7. **BUY AMERICAN PROVISION** – In compliance with 7 CFR, Sections 210.21[d] and 220.13[d]; U.S. Department of Agriculture Policy Memorandum SP 38-2017; Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760[n]), that requires all school food authorities (SFA) to purchase, to the maximum extent practical, domestic commodities or products. Section 12(n) of the NSLA defines a domestic commodity or product as an agricultural commodity (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed product (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains a meat/meat alternate and grain component) that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial means that over 51 percent of the final processed product consists of agricultural commodities that are grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. 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. Exceptions to the Buy American Provision will be used as a last resort, and will be determined by the District based on the two exceptions defined by the USDA Policy Memo SP 38-2017, Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.
8. **MISCELLANEOUS PROVISIONS:**
- A. Program Regulations**
- The VENDOR shall be in conformance with the applicable portions of The District's agreement under the program. The VENDOR will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250. The VENDOR shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The VENDOR's products shall meet grade level caloric, sodium, saturated fat, and trans fat requirements.

Sacramento City Unified School District

B. Affordable Care Act

The VENDOR understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The VENDOR shall bear sole responsibility for providing health care benefits for its employees who provide services to The District as required by State or Federal law.

C. Disclosure of Lobbying Activities

Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the VENDOR must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (*Only applies to contracts over \$100,000*)

D. Certification Regarding Lobbying

Pursuant to 31 USC 1352, the Vendor must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions. (*Only applies to contracts over \$100,000*)

E. Certificate of Independent Price Determination

The Vendor admits that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offer or with any competitor certification regarding non-collusion.

F. Civil Rights Compliance

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877- 8339. Additionally, program information may be made available in languages other than English to file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at

Sacramento City Unified School District

http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail:

U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

G. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation

The VENDOR will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The District will report all violations to ADE and to the USEPA Assistant Administrator for Enforcement. (Only applies to contracts over \$100,000)

H. Contract Work Hours and Safety Standard Act

The VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). *(Only applies to contracts over \$2,500)*

I. Debarment, Suspension, Ineligibility and Voluntary Exclusion

By signing the Offer & Award form, the VENDOR shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The VENDOR shall comply with regulations implementing Office of Management and Budget Guidance in Non-Procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. *(Only applies to contracts over \$25,000)*

J. Energy Policy and Conservation Act

The VENDOR shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94– 163, 89 Stat. 871.)

Sacramento City Unified School District

K. Equal Employment Opportunity

The VENDOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).

L. Record Keeping

The books and records of the VENDOR pertaining to operations under this Agreement shall be available to The District at any reasonable time. These records are subject to inspection or audit by representatives of The District, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place. The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S §35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).

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

N. 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.

O. 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.

P. 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.

Q. 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.

Sacramento City Unified School District

R. 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.

S. 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, its officers, agents, and employees may sustain or incur 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, excepting only liability arising out of the sole negligence of the District.

T. 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 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.

U. 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.

V. 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.

Sacramento City Unified School District

W. 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.

X. 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.

Y. 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.

Z. 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.

AA. Termination Without Cause

This Agreement may be terminated by the District upon giving thirty days' advance written notice of an intention to terminate.

BB. 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.

Sacramento City Unified School District/Nutrition Services
Milk/Dairy Products “Piggyback” Agreement SY20-21

Special Conditions and Instructions

Product Quality

1. All milk products shall be “Grade A”, California produced and processed, conform with California Agriculture Code, rBST free or rbGH free, no antibiotic residue and meet USDA federal meal program nutrient standards.
2. Milk shall be delivered with a minimum of 12 business days prior to the date indicated on the carton. Bad tasting or sour smelling milk shall be replaced upon notification.
3. Milk will be delivered in **CLEAN** plastic carrying crates, unwrapped with no plastic.
4. Submitted RFP should specify biodegradable milk cartons, which must be acceptable to Nutrition Services Dept. Seal of carton shall not be difficult to open by small children nor produce noticeable leakage. Should leakage occur, Supplier will replace entire crate upon notification.
5. Milk and dairy products shall be delivered in sanitary, refrigerated trucks and crates maintaining product temperature 35-40 degrees.
6. **HACCP PLAN or FOOD SECURITY AND SAFETY PROGRAM** – Distributor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the vendor’s Hazard Analysis Critical Control Point (HACCP) system OR Food Safety & Security Program must be submitted with its proposal.

Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of Sacramento or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher. In the event of a product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with proposal (HACCP Plan OR Food Security and Safety Program including Pest Control Policy & recall Procedures).

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PRODUCT CONTROL PARAMETERS WILL BE REJECTED/REFUSED.

Sacramento City Unified School District/Nutrition Services Milk/Dairy Products “Piggyback” Agreement SY20-21

Ordering

1. The majority of sites will place and receive two (2) orders per week with the possibility of designated higher volume sites receiving three (3). Nutrition Services shall place initial order, then vendor’s drivers will take site’s next order at the time of delivery using order slips provided by vendor – OR-
2. Vendor shall set up online ordering capabilities for each delivery location with parameters set by SCUSD Nutrition Services Admin.
3. Vendor must have customer service specialist that will be able to work directly with Nutrition Services staff on a weekly basis to assist with products, ordering and delivery status.

Substitutions

Advanced approval by Nutrition Services Department must be obtained prior to any substitutions being made to qualify for payment. Vendor shall offer price equivalent substitute product at no additional cost to the District.

Site Delivery

1. Deliveries will be accepted during operational hours only: 7:00 am – 1 pm.
(some sites avail. to accept @ 6:30 am)
**Timely delivery of all orders is expected to school sites and if unable to meet delivery schedule(s) as agreed upon, a grace period will be given to allow vendor to make necessary adjustments. In the event deliveries are not made, which results in loss of reimbursement funds for the District’s meal program; upon satisfactory agreement between the awarded vendor and Nutrition Services, the District will deduct the total loss of reimbursement from the vendor’s current invoice/statement.*
2. *The District also reserves the right to refuse a late delivery and will assume no financial obligation.*
3. **No weekend, holiday or dark drops**
4. All deliveries are to be to the designated refrigeration storage/milk cooler at each site location.
5. Empty milk crates are to be picked up at the time of the next delivery

Warehouse Delivery

Occasionally it will be necessary for awarded vendor to make deliveries to:

SCUSD Central Warehouse located @ 3051 Redding Avenue, Sacramento, CA. 95820

Sacramento City Unified School District/Nutrition Services Milk/Dairy Products "Piggyback" Agreement SY20-21

Invoices/Billing

1. Invoices shall accompany orders at the time of delivery. Product shortages, short dated or poor quality product refusals will be adjusted on invoice by vendor's drivers at the time of delivery. The District will pay adjusted invoice cost.
2. **Exception** – No credit to site for damaged or out of code product due to fault of customer, (i.e. refrigeration failure)
3. Separate billing for all special school orders (i.e. classroom party, ice cream)
4. The District shall pay invoices from bi-weekly statements provided by awarded vendor, Statement shall be itemized showing each delivery location. **The statement shall be issued electronically to include an editable format document (i.e. Excel spreadsheet).** The vendor shall agree to **Net 30 terms**.
5. All statements shall be emailed to: **SCUSD Nutrition Services**
Attn: Robert Aldama, Procurement Manager
robert-aldama@scusd.edu , (916)395-5600 ext.460027

**Sacramento City Unified School District/Nutrition Services
Milk/Dairy Products “Piggyback” Agreement SY20-21**

School Site Delivery Locations

Elementary Schools	Address	Zip
A. M. Winn Elementary School	3351 Explorer Drive	95827
Abraham Lincoln Elementary School	3324 Glenmoor Drive	95827
Alice Birney Public Waldorf	6251 13th Street	95831
Bowling Green Chacon Lang. and Science Acad.	6807 Franklin Blvd.	95823
Bowling Green McCoy Academy	4211 Turnbridge Drive	95823
Bret Harte	2751 - 9th Avenue	95818
C.B. Wire Supper Kitchen	5100 El Paraiso	95824
Caleb Greenwood - K-8	5457 Carlson Drive	95819
Camellia Basic	6600 Cougar Drive	95828
California Montessori Project	2635 Chestnut Hill Drive	95826
Capitol Collegiate	2118 Meadowview	95832
Caroline Wenzel	6870 Greenhaven Drive	95831
Cesar E. Chavez	7500 - 32nd Street	95822
Crocker/Riverside	2970 Riverside Boulevard	95818
David Lubin	3535 - M Street	95816
Earl Warren	5420 Lowell Street	95820
Edward Kemble	7495 - 29th Street	95822
Elder Creek	7934 Lemon Hill Avenue	95824
Ethel I. Baker	5717 Laurine Way	95824
Ethel Phillips	2930 - 21st Avenue	95820
Father Keith B. Kenny	3525 Martin L. King Jr. Blvd	95817
Genevieve F. Didion K-8	6490 Harmon Drive	95831
Golden Empire	9045 Canberra Drive	95826
Growth Public Schools	9320 Tech Center Drive	95826
H.W. Harkness	2147 54 th Avenue	95822
Hollywood Park	4915 Harte Way	95822
Hubert H. Bancroft	2929 Belmar Street	95826
Isador Cohen	9025 Salmon Falls Drive	95826
James W. Marshall	9525 Goethe Road	95827
John Bidwell	1730 65 th Avenue	95822
John Cabrillo	1141 Seamas Avenue	95822
John D. Sloat	7525 Candlewood Way	95822
John H. Still Elementary	2200 John Still Drive	95832
John Morse Therapeutic Center	1901 60 th Avenue	95822
Joseph Bonnheim	7300 Marin Avenue	95820
Leonardo da Vinci K-8	4701 Joaquin Way	95822
Leataata Floyd	401 McClatchy Way	95818
Language Academy	2850 49 th Street	95817
Mark Twain/West Campus High School	5022 58 th Street	95820
Martin Luther King Jr. - K-8	480 Little River Way	95831
Matsuyama	7680 Windbridge Drive	95831

Bidder Name: _____

**Sacramento City Unified School District/Nutrition Services
Milk/Dairy Products “Piggyback” Agreement SY20-21**

Nicholas	6601 Steiner Drive	95823
O.W. Erlewine	2441 Stansberry Way	95826
Oak Ridge	4501 Martin L. King Jr. Blvd	95820
Pacific	6201 - 41st Street	95824
Parkway	4720 Forest Parkway	95823
Peter Burnett	6032 - 36th Avenue	95824
Phoebe A. Hearst Basic	1410 - 60th Street	95819
Pony Express	1250 - 56th Avenue	95831
Sequoia	3333 Rosemont Drive	95826
Susan B. Anthony	7864 Detroit Boulevard	95832
Sutterville	4967 Monterey Way	95822
Sol Aureus College Preparatory	6620 Gloria Drive	95831
Tahoe	3110 60 th Street	95820
Theodore Judah	3919 McKinley Boulevard	95819
Rosa Parks (K-8)	2250 68 th Avenue	95822
Washington	520 18 th Street	95811
William Land	2120 12 th Street	95818
Woodbine	2500 52 nd Avenue	95822
Yav Pem Suab Academy	7555 S. Land Park Drive	95831
Middle Schools	Address	Zip
Albert Einstein Middle	9325 Mirandy Drive	95826
California Middle	1600 Vallejo Way	95818
Fern Bacon Basic Middle	4140 Cuny Avenue	95823
John H. Still Middle	2250 John Still Drive	95832
Kit Carson Middle	5301 N Street	95819
Sam Brannan Middle	5301 Elmer Way	95822
Sutter Middle	3150 - I Street	95816
Will C. Wood	6201 Lemon Hill Avenue	95824
High Schools	Address	Zip
American Legion	3801 Broadway	95817
Arthur A. Benjamin Health Professional	451 McClatchy Way	95818
A Warren McClasky Adult School	5241 J Street	95819
C.K. McClatchy High	3066 Freeport Blvd	95818
George Washington Carver	10101 Systems Parkway	95827
Hiram W. Johnson High	6879 - 14th Avenue	95820
John F. Kennedy High	6715 Gloria Drive	95831
Luther Burbank High	3500 Florin Road	95823
Rosemont	9594 Kiefer Blvd	95827
Sacramento New Technology High School	1400 Dickson Street	95822
School of Engineering and Sciences	7345 Gloria Drive	95831
The Met Sacramento	810 V Street	95818

Sacramento City Unified School District/Nutrition Services
Produce “Piggyback” Agreement SY20-21



Sacramento City Unified School District

Nutrition Services

3051 Redding Ave,
Sacramento, CA 95820
T: 916/395-5600



The Sacramento City Unified School District (“District”) enters this (“Agreement”) with Daylight Foods (“Vendor”) in order to incorporate a piggyback contract to supply produce products, “Site to Site” under the terms and conditions hereinafter provided. The District and the Vendor agree as follows:

- ❖ **Title 2, Code of Federal Regulations, § 200.318(e) allows efforts to promote cost-effective use of shared agreements where appropriate for procurement or use of common or shared goods and services.**
- 1. The parties agree that the Vendor has entered a contract with Hayward Unified School District, said contract being identified as: Bid #19.105-Produce
- 2. The original contract award is incorporated herein by reference and is attached as “Attachment A” to this contract. All of the terms and conditions set out in the original contract are fully binding on the parties and said terms and conditions are incorporated herein.
- 3. Notwithstanding the requirement that the original contract is fully binding on the parties, the parties have agreed to include the District’s terms and conditions and modify special instruction provisions of the original contract as applied to this contract between the Vendor and Sacramento City Unified School District Nutrition Services. Said terms and conditions and special instructions are herein attached as “Attachment B” to this contract.
- 4. Time period (“Term”) of the agreement: (1) year upon SCUSD Board of Education approval, not to exceed original contract term: June 30, 2021.

**Sacramento City Unified School District/Nutrition Services
Produce "Piggyback" Agreement SY20-21**

5. The parties agree to modify the assortment based on the needs of the District. The District's assortment, usage and pricing is incorporated herein by reference "Attachment C".

❖ **Projected annual amount : \$948,300.00**

Accepted and Agreed on the date indicated below:

Sacramento City Unified School District

By: _____

Print Name: _____

Title: _____

Daylight Foods

By: _____

Print Name: _____

Title: _____



PAUL JENNINGS

VICE PRESIDENT

Attest: _____

Print Name: _____

Title: _____

"ATTACHMENT A"

Hayward Unified School District

24411 AMADOR STREET
HAYWARD CA, 94544
510.784.2600



REQUEST FOR BID
Bid #19.105 - Produce

BID DUE DATE AND TIME
June 7, 2018 AT 3:00PM

HAYWARD UNIFIED SCHOOL DISTRICT
Purchasing Department
24411 Amador Street
Hayward, California 94544
Phone: 510-784-2600 x72720

Hayward Unified School District
Produce Bid # 19.105
March 30, 2018

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NOTICE TO BIDDERS INVITING FORMAL BIDS

NOTICE IS HEREBY GIVEN THAT the Hayward Unified School District (hereinafter referred to as "District" invites qualified suppliers to submit bids for the following contracts:

Bid Number: **19.105 Produce**

Bids shall be sealed and **clearly marked with the HUSD Proposal Name and Number** and received up to, but no later than **3:00 PM, June 7, 2018**

Bids shall be received at:

**Hayward Unified School District
Purchasing Department
24411 Amador Street
Hayward, CA. 94544**

Bids will be opened at the above stated time and place, however, no commitment will be made at that time until all bids are evaluated for pricing, specifications and other pertinent information. Any nonconforming or incomplete bids may be rejected. Bidders must comply with the instructions contained in the bid package. It shall be the full responsibility of all bidders to insure that sealed bids are delivered to the above office by the time and date stated. *Facsimile (FAX) copies or E-mail of the bid will not be accepted.* The District will not be responsible for late deliveries by U.S. mail or any other means.

All bids shall be made on form(s) furnished by the DISTRICT. Bids must conform with and be responsive to the contract documents, copies of which are on file and may be obtained from the office of the Purchasing Department or accessible on our website at <http://www.husd.us/purchasing>.

All questions regarding the Bid shall be submitted in writing to Rose Garcia, Purchasing Manager via email to rosegarcia@husd.k12.ca.us no later than 12:00pm, June 4, 2018.

The District reserves the right to accept or reject any and all bids and to waive any irregularities or informalities in any bid or in the bid process. No bid, or any portion thereof, may be withdrawn for a period of ninety (90) days after bid opening.

Publication Dates: **5/25/18 & 6/1/18**

INSTRUCTIONS TO BIDDER

Produce - Bid # 19.105

Background: The Hayward Unified School District is seeking a distribution company to deliver food products for; the School Breakfast Program, the National School Lunch Program, the At Risk After School Program and the Child and Adult Care Feeding Program. The District services approximately 5,000 breakfasts, 11,000 lunches and 3,000 dinners daily to 22 Elementary Schools, 5 Middle Schools and 4 High Schools.

The District is committed to serving nutritious meals in support of education. All meals are reimbursable and we do not offer an ala carte program. We are seeking one vendor who can provide the variety of product that meets the nutritional goals of Healthy, Hunger-Free Kids Act of 2010.

1. Preparation of the Bid Form

The DISTRICT invites bids on the form attached to be submitted at the time and place stated in the Notice Inviting Bids. Bids shall be submitted on the prescribed Bid forms, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder.

2. Form and Delivery of Bids

The bid shall be made on the Bidding Schedule provided, and the complete bid, together with any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to the Purchasing Department of the District, mailing address: 24411 Amador Street, Hayward, California 94544, and must be received on or before the time set forth in the Notice Inviting Bids for the bid deadline. The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the Contract designation and the date and time for the opening of bids. It is the bidder's sole responsibility to ensure that its bid is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time set forth in the Notice Inviting Bids for the opening of bids the sealed bids will be opened and read aloud at the DISTRICT's office.

3. Signature

Bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign on behalf of the bidder, and must be in permanent blue ink.

4. Modifications

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative

proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid.

5. Erasures, Inconsistent Bids

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the case of an error in an extension, the unit price upon which the extension is based shall take precedence. In the event the DISTRICT determines that any bid is unintelligible, inconsistent or ambiguous, the DISTRICT may reject such bid as not being responsive to the invitation to bid.

6. Withdrawal of Bids

Any bid may be withdrawn, either personally, by written request, or by telegraphic request confirmed in the manner specified above for bid modifications, at any time prior to the scheduled closing time for receipt of bids. All requests for bid withdrawal must be accompanied with a power-of- attorney or other proof acceptable to the DISTRICT which authorizes the individual requesting the bid withdrawal to so act on behalf of the bidder.

7. Agreements

Proposed Agreement which the successful bidder will be required to execute is included in the contract documents and should be carefully examined by the bidder.

8. Interpretation of Bid Documents

If any person contemplating submitting a bid for the proposed project is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies in, or omissions from the specification or documents, he may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its delivery. Any interpretation or correction will be made only in writing and will be posted on the DISTRICT website.

9. 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 alternate bids are specifically called for. A person, firm or corporation that has submitted a sub- proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

10. Award of Contract

District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the District, will be to the lowest responsible bidder(s), therefor from among those bidders responsive to the call for bids. If two identical low bids are received from responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract

Code 20117. District realizes that conditions other than price are important; and may award based on individual items bid, or any combination of individual items, or upon a cumulative total of all items bid; whichever method is determined to be in its best interests and may reject any or all bids, any part of a bid, or may waive any informality in a bid.

11. Competency of Bidders

In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Work covered by the bid. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Work. To this end, each bid shall be supported by a statement of the bidder's experience as of the recent date on the form entitled "INFORMATION REQUIRED OF BIDDER," bound herein.

12. Forfeiture for Failure to Execute Contract

In the event the bidder to whom an award is made fails or refuses to execute the contract within five calendar days from the date receiving notification that he is the bidder to whom the contract is awarded, District may award the work to the next lowest bidder, or may call for new bids.

13. Delivery Charges

Bids are sought which are priced F.O.B. destination, freight included.

14. Delivery

See EXHIBIT B for delivery locations (subject to change).

Upon award of bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed items.

Product will be ordered electronically the week of expected delivery. It is the responsibility of the vendor to order product in advanced anticipating the usage and menu items as provided by the District at a minimum of one month in advance of a menu cycle.

All products shall conform to provisions set forth in Federal, State, County, and City laws for their production, handling, processing, marketing, and labeling. In the event of off-flavor damage, or items found to be unsatisfactory for consumption, the Contractor shall replace items or issue credit to the District.

15. Prices

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 Alameda County for products listed herein.

Contract term is three years. Quoted prices must include all delivery charges and surtaxes. No extra charges will be allowed. Contract may be extended upon mutual consent of District and vendor for an additional two (2) years in accordance with provisions contained in the Education Code, Sections 17596 (K-12). In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

16. Sales Tax

Do not include California State Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Do not include or add Federal Excise Tax, as the District is exempt.

17. 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 may extend beyond such period.

If at any time the successful bidder(s) should fail or be unable, for any reason, to provide items needed and the volume needed by the District, the District reserves the right to acquire as necessary from other sources during the life of the contract.

18. Alternate / Substitutions for Specified Items

Whenever in these specifications any good is indicated or specified by patent or proprietary name or by the name of a manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of the good desired and shall be deemed to be followed by the words "or equal". Bidders may propose goods equal to those specified herein, but must furnish complete specifications of each item with a sample of the item proposed. **Such specifications and samples must be furnished to the Food Services Department, 24400 Amador Street, no later than June 4, 2018 at 12:00pm**, at no cost or obligation to the District, for the purposes of testing and evaluation. The District will notify bidder in writing, **within 2 days of properly submitted substitution request**, whether the requested substitution has been approved as an "or equal" to the specified equipment or material. If specifically requested and not consumed or destroyed in such testing, the sample may be returned to the vendor after award of bid is made. If an alternate has been indicated but rejected by the District as not being an "or equal," bidder agrees that by submitting its bid, bidder shall provide the specified equipment or material. Unless an alternate make and model is indicated in the space provided, it is agreed all items proposed are as named in the specifications. Substitution after the award will not be permitted.

In addition, the unit case and pack size listed indicates precisely District's size needed. No alternate sizes will be accepted.

Buy American: The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for the Program meals. A 'domestic commodity or product' is defined as one that is produced in the U.S, and is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing in accordance with the requirements above. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications: Price of the domestic food alternative substitute(s); and Availability of the domestic alternative substitute(s) in the relation to the quantity ordered.
- Reason for the exception: limited/lack of availability or price (include price): Price of the domestic food product; and Price of the non-domestic product that meets the required specification of the domestic product.

We require that suppliers certify the food product was processed in the U.S. and certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to us.

Supplier may use following language to provide the District with Buy American certification: "We certify that (insert commodity or product name) was produced and processed in the U.S. and contains over 51% of its agricultural food component, by weight or volume, from the U.S."

The District prefers produce grown within the state of California when seasonally available. The District reserves the right to request origin of each product as we deem necessary.

The District will give preference to bidders that provide fresh, seasonal, and regionally grown produce. The District strictly complies with the Buy American provision and will not accept non-domestic produce.

19. Piggybacking

Pricing on this bid may be extended to other school and community college districts in Alameda County and to any other California school or community college district the vendor may agree to service at these prices per section 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

20. Anti-Discrimination

It is the policy of the District that in connection with all work performed, materials purchased or supplies provided under any contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry,

national origin, religious creed, sex, age or marital status. The vendor 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 vendor agrees to require like compliance by any sub-vendors employed on the work by him.

21. Domestic Origin

Items of foreign origin must be so indicated, in accordance with the provisions of Chapter 226 of the 1933 Statutes of the State of California and California Public Contract Code Section 3410. Your signature to this document will be taken as your certification that all manufactured articles, processed foods, produce, materials and supplies not so indicated have been made, grown or produced in the United States or its' insular possessions from articles, materials or supplies mined, grown, produced or manufactured as the case may be, in those areas.

22. Addenda

Addenda or changes to the project specification may be issued by the District prior to bid opening and any addenda so issued will be considered to be included in the contractors' proposal cost.

23. Marking of Packages

Each package contained in each shipment shall be clearly marked with the District purchase order number. Failure to mark the packages may delay district acceptance and payment for the shipment.

LIST OF REQUIRED SUBMITTALS

Produce Bid # 19.105

NOTE: The following items must be filled in completely with appropriate signatures and submitted with your bid. Failure to submit any of the required materials may be non-responsive to the bid requirements and may be grounds for disqualification.

1. Bid Form
2. Bid Form Exhibit A (hard copy and electronic copy)
3. Noncollusion Declaration
4. Information Required of Bidder
5. Verification and Execution

BID FORM
Produce Bid # 19.105

TO: HAYWARD UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT:"

1. Pursuant to your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, as defined in the Agreement, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the work required in connection with the following:

Bid No: 19.105 Produce

All in strict conformity with the complete contract as defined in the Agreement, including addenda nos. _____, _____, _____, and _____, on file at the office of the DISTRICT'S Purchasing Department, located at 24411 Amador Street, Hayward, California, for the sum (Total bid for all items – tax is not included in this total) of

Two hundred twenty-eight thousand nine hundred and forty-five dollars \$ 228,945.00

MUST Attach 'EXHIBIT A' for Unit Bid Costs (Hard copy plus electronic copy)

It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice Inviting Bids.

1. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted within five (5) calendar days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated per the Agreement, Item 3 'Term'.

2. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

Paul Jennings, Vice President

660 Vista Way, Milpitas CA 95035

Schools@DaylightFoods.com

3. The name of all persons interested in the foregoing proposal as principals are as follows (list Name and Title):

Chris Vlahopoulos, CEO and Paul Jennings, Vice President and Jeff Sacchini, President

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

4. Pursuant to Section 4552 of the Government Code, in submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under Cartwright Act (Chapter 2 {commencing with Section 16700} of Part 2 of Division 7 of Business and Profession Code), arising from purchase of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing tenders final payment to the bidder.
5. If the bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that Jeff Sacchini whose title is President is authorized to act for and bind the corporation.
6. In the event the bidder to whom Notice of Intent to Award Contract is given fails or refuses to post the required Certificate of Insurance and return executed copies of the agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the successful bidder shall be deemed to be in default and the District may award the contract to the next lowest bidder.

Signature Authorization and Nature of Bidders Firm.

The undersigned certifies that he/she is authorized to sign this proposal on behalf of the bidding firm or company.

Nature of Company	<u>Produce Distributor</u>
Company Name of Bidder	<u>Daylight Foods, Inc.</u>
Signature of Bidder	<u></u>
Contact Name	<u>Jeff Sacchini</u>
Contact Phone number	<u>(408) 284-7300</u>
Contact Email	<u>Schools@DaylightFoods.com</u>

NONCOLLUSION DECLARATION

(To Be Executed by Bidder and Submitted with Bid)

Produce Bid # 19.105

(Public Contract Code Section 7106)

The undersigned declares:

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on June, 6th 2018 [date], at Milpitas [city], California [state].

Signature of Officer

Jeff Sacchini

Typed Name of Officer

President

Office

INFORMATION REQUIRED OF BIDDER
(To Be Executed by Bidder and Submitted with Bid)

General Information

Bidder shall furnish the following information. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to Bidder's firm and any of its officers, directors, shareholders, parties and principals.

1. Firm name and address: Daylight Foods - 660 Vista Way, Milpitas CA 95035

2. Telephone: (408) 284-7300 Email: Schools@DaylightFoods.com
3. Type of firm: (Check one)
Individual ___ Partnership ___ Corporation ___ X Joint Venture ___
4. If Bidder's organization is a corporation, answer the following:
 - a. Date of Incorporation: 1/1/2008
 - b. State of Incorporation: California
 - c. President's Name: Jeff Sacchini
 - d. Vice-president's Name(s) Paul Jennings
 - e. Secretary's Name: CEO: Chris Vlahopouliotis
 - f. Name: Director of Schools: Genevieve Lipari
5. If Bidder is an individual or a partnership, answer the following:
 - a. Date of Organization: _____
 - b. Name and Address of all partners (state whether general or limited partnership):

6. If Bidder's organization is other than a corporation or partnership, describe organization, name principals, and include titles, if any:

7. List other states in which Bidder's organization is legally qualified to do business.
n/a

8. Number of years as a vendor of the products/services of this type: 25

9. If applicable, person who inspected site of the proposed Work for your firm:

Name and Title: _____

Date of Inspection: _____

10. Has your firm or any of its principals defaulted so as to cause a loss to a surety? If the answer is "Yes", give dates, name and address of surety and details.

No

11. Have you been assessed liquidated damages for any project in the past three years?

If Yes, Explain: No

12. Have you been in litigation on a question relating to your performance on a contract during the past three years? No

If "Yes," explain, and provide case name and number:

13. Have you ever failed to complete a project in the last three years? No

If so, give name of owner and details

14. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation. No

15. List the names, addresses and telephone numbers of three successful references, preferably school district clients whose jobs you have worked on in the past three years.

Name	Address	Telephone
Dublin USD, Frank Castro	7471 Larkdale Ave Dublin, CA	(925) 828-7258
Pleasanton USD Pamela Boggs	1155 Santa Rita Rd Pleasanton CA	(925) 596-3984
Benicia USD Tania Courtney	101 Military West, Benicia CA	(707) 748-2758

16. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of DISTRICT?
If so, please elaborate. No

17. Has your firm ever been found to be "non-responsible" by an awarding agency? If so, please elaborate. No

18. List Trade References:
Derin Benson, Chelan Fresh (509) 682-6084
Madalyn McCracken, Fruition Sales (559) 626-7917
Maria Avina, Grimmway Farms (661) 845-9435
Peter Georgalos, D'Arrigo Bros. (831) 455-4500

19. List Bank References:
Heritage Bank
Noe Munoz
(408) 534-4954
Noe.munoz@herbank.com

Verification and Execution

(To Be Executed by Bidder and Submitted with Bid)

This document shall be executed only by a duly authorized official of Bidder.

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

Executed this 6th day of June, 2018,

at Milpitas,

County of Santa Clara, State of California.

Signature

Jeff Sachinni

Name

President

Title

Note: FORM OF — DO NOT SUBMIT WITH YOUR BID

AGREEMENT

THIS AGREEMENT ("Agreement"), is made and entered into by and between the Hayward Unified School District ("DISTRICT") and _____ ("VENDOR") as of July 1, 2018 (the "Effective Date" (as defined in Paragraph 3.)).

WITNESSETH:

1. Contract.

The complete contract includes all of the contract documents, including the Notice Inviting Bids, Instructions To Bidders, Bid Form, Information Required of Bidder, Certificate Regarding Workers' Compensation, Noncollusion Declaration, Drug-Free Workplace Certification, Criminal Records Check Certification, if required, Certificate of Insurance, this Agreement and all modifications and amendments thereto, all of which by this reference are incorporated herein ("Contract Documents"). The Contract Documents are complementary, and what is called for by any one shall be binding as if called for by all.

2. Services.

VENDOR agrees to render the following services in a good workmanlike manner (collectively the "Services") on the dates and times herein stated in accordance with the terms of this Agreement and consistent with DISTRICT's policies and regulations:

Deliver Produce as ordered by the DISTRICT authorized representative(s) and to locations listed in 'Exhibit B' of the Bid Documents.

a. VENDOR shall provide and furnish all labor, materials, tools, and instrumentalities required to perform the Services under this Agreement.

b. All of said work to be performed and equipment and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with all provisions of the Contract Documents, and particularly in accordance with the specifications listed in the Instructions to Bidders. VENDOR shall be liable to DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. Term.

The term of this Agreement shall commence on **July 1, 2018** (the "Effective Date"), and shall continue thereafter until the earlier of **June 30, 2021** or the date VENDOR has performed all Services required by this Agreement. If the work or delivery of equipment or supplies is not timely completed as required by this paragraph, VENDOR shall be deemed to be in default and DISTRICT may avail itself of any and all legal or equitable remedies. DISTRICT and VENDOR stipulate and agree that the amount of time for completion as specified herein is reasonable.

4. Compensation.

a) DISTRICT agrees to pay VENDOR, as full compensation for performance of the Services under this Agreement, the sum of

b) (Not To Exceed)

_____ (\$ _____) to be paid

Monthly within thirty (30) days from DISTRICT's receipt of an undisputed itemized invoice.

- c) If VENDOR is an individual, VENDOR shall mark the box below; if VENDOR is a retired member of the California Teachers Retirement System (CalSTRS), and if so, specify the school district VENDOR retired from.

School District retired from: _____

5. Independent Contractor.

VENDOR is, and shall at all times be deemed to be, an independent contractor and not an agent or employee of DISTRICT.

6. Insurance.

At its sole cost and expense, VENDOR shall obtain and maintain for the entire term of the Agreement the following insurance with coverage limits not less than as specified:

- (1) Commercial General Liability, including \$1,000,000 bodily injury and property damage liability, \$2,000,000 general aggregate;
- (2) Automobile Liability for owned and non-owned vehicles with \$1,000,000 combined single limit,
- (3) Workers Compensation as required by law,
- (4) Employer's Liability, including \$1,000,000 bodily injury each accident;
- (5) Excess Liability / Umbrella of \$1,000,000 each occurrence, \$2,000,000 aggregate.

VENDOR shall name DISTRICT as additional insured on the Commercial General Liability policy and provide to DISTRICT a certificate of insurance with additional insured endorsement prior to performing any Services.

7. Indemnification.

VENDOR shall indemnify, save, and hold harmless DISTRICT and its Board, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of action of whatsoever kind, nature, or sort arising out of, or in any manner connected with, the performance by VENDOR of any Services hereunder.

8. Termination.

DISTRICT may terminate this Agreement, in whole or in part, for any or no reason. Such termination shall be effective on the date DISTRICT provides written notice to VENDOR.

9. State Audit.

Pursuant to and in accordance with the provisions of California Government Code section 8546.7, or any amendments thereto, all books, records, and files of DISTRICT or VENDOR connected with the performance of the Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under the Agreement. VENDOR shall preserve and cause to be preserved such books, records, and files for the audit period.

10. Tax Identification Number.

No later than the Effective Date of this Agreement, VENDOR shall furnish to DISTRICT (1) its Federal Tax Identification Number or Social Security Number, whichever is applicable,

and (2) a completed and signed W-9 Form.

11. Criminal Records Check Certification.

If any portion of the work under the Agreement is to be performed at an operating school, VENDOR shall be required to comply with the applicable requirements of Education Code section 45125.2 with respect to fingerprinting of employees who may have contact with DISTRICT's pupils and shall complete the Criminal Records Check Certification form provided by the DISTRICT.

12. Amendment; Assignment.

This Agreement may only be amended with the mutual written consent of both parties. Neither party may assign its rights or obligations under this Agreement to another party.

13. Notice.

All notices, requests, demands, and other communications given or required to be given under this Agreement shall be in writing, duly addressed to the parties as follows:

DISTRICT:
Hayward Unified School District
Purchasing Department
24411 Amador Street
Hayward, California 94541
Attn: Purchasing Manager

VENDOR:

DISTRICT and VENDOR may from time to time designate any other address for this purpose by written notice to the other party.

14. Required Provisions.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

15. Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Alameda County.

16. Entire Agreement.

This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement, exists between the

parties.

17. Authority

Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

VENDOR

By: _____

By: _____

Date: _____

Date: _____

(CORPORATE SEAL OF VENDOR,
if VENDOR is a corporation)

Note: FORM OF — DO NOT SUBMIT WITH YOUR BID

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 states as follows:

“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 either as an individual employer, or as one employer in a group of employers, 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 or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of section 3702.”

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the Work of the Contract.

In signing below, VENDOR covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidders.

Proper Name of Vendor

Print Name of Signor

Signature of Authorized Signor

Title of Signor

Note: FORM OF — DO NOT SUBMIT WITH YOUR BID
DRUG-FREE WORKPLACE
CERTIFICATION

This Drug-Free Workplace Certification form is required from all successful Bidders pursuant to the requirements mandated by Government Code section 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 doing certain specified acts. In addition, the Drug-Free Workplace Act of 1990 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:

- a) 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;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (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 that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if 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 section 8350 et seq.

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

In signing below, VENDOR covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidders.

VENDOR

Date: _____

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Note: FORM OF — DO NOT SUBMIT WITH YOUR BID

**CRIMINAL RECORDS CHECK CERTIFICATION
(Vendor Fingerprinting Requirements)**

VENDOR CERTIFICATION

With respect to the Agreement dated _____ 2018 by and between Hayward Unified School District ("DISTRICT") and _____ ("VENDOR") for the provision of services, CONTRACTOR hereby certifies to DISTRICT's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

Date

VENDOR EXEMPTION

Pursuant to Education Code section 45125.1, the Hayward Unified School District ("DISTRICT") has determined that _____ ("VENDOR") is exempt from the criminal background check certification requirements for the agreement dated _____, 2018 by and between DISTRICT and VENDOR ("Agreement") because:

- VENDOR's employees will have limited contact with DISTRICT students during the course of the Agreement; or
- Emergency or exceptional circumstances exist.

District Official

Date

Hayward Unified School District
Bid # 19.105 Produce
EXHIBIT B

Orders will be delivered to designated sites M-F, between the hours of 6:00AM and 10:00 AM to the following sites. Special deliveries to other sites shall be arranged if necessary. Access will be provided to delivery drivers for dark drops.

The following sites will receive deliveries three (3) times per week Monday thru Friday:

1. Mt.Eden 2300 Panama St.
2. Hayward 1633 East Ave.
3. Tennyson 27035 Whitman St.

The following sites will receive delivery on Mondays:

1. HTCC 23640 Reed Way
2. Winton 119 Winton Ave
3. Anthony Ochoa 2121 Depot Rd.
4. Bret Harte 1047 E St.
5. Martin Luther King 26890 Holly Hill Ave
6. Cesar Chavez 27845 Whitman St.
7. Amador Warehouse 24400 Amador Ave
8. Bidwell175 Fairway St.
9. Bowman 520 Jefferson St
10. Burbank 222 Burbank St.
11. Cherryland 585 Willow Ave
12. East Ave 2424 East Ave
13. Eden Gardens 2184 Thayer Ave
14. Eldridge 26825 Eldridge Ave
15. Fairview 23515 Maud Ave
16. Faith Ringgold 1570 Ward St.
17. Glassbrook 975 Schafer Rd
18. Harder 495 Wyeth Rd
19. Longwood 850 Longwood Ave.
20. Lorin Eden 27790 Portsmouth Ave
21. Palma Ceia 27679 Melbourne Ave
22. Park 411 Larchmont St
23. Ruus 28027 Dickens Ave
24. Schafer 26268 Flamingo Ave
25. Southgate 26601 Calaroga Ave
26. Strobridge 21400 Bedford Dr.
27. Treeview 30565 Treeview St.
28. Tyrrell 27000 Tyrell Ave
29. Stonebrae 28761 Hayward Blvd.

- a) Deliveries shall be made in approved clean and safe refrigerated/freezer food service vehicles.
- b) Prior to the first day of service, the vendor shall provide the District with a delivery schedule.
- c) Delivery driver is responsible for unloading of all items.
- d) An itemized shipping document or invoice, specifying the item and amount of each item delivered, shall be signed for by the designated HUSD representative and left at the time of delivery. Any discrepancies are to be noted for reconciliation.
- e) In case of non-delivery, short delivery or damaged item, distributor shall redeliver the shorted items within (2) hours or agreed upon date or time.
- f) The distributor will pick up and issue credit for any items not delivered or products that are otherwise deemed unsatisfactory by the district.
- g) Vendor shall guarantee its delivery staff to have passed an annual DOJ background check.
- h) Delivery staff shall be in uniform and produce a government/company issued photo I.D. upon request from a HUSD staff.
- i) Vendor shall have an H.A.C.C.P. and ServSafe program in place.
- j) Vendor shall credit the District for all returned items regardless of reason.
- k) Vendor shall have an established recall process in place at all times.
- l) In the event of an emergency/disaster, HUSD shall be given priority deliveries as needed for its disaster centers.
- m) Vendors shall not sub-contract any portion of this contract.

Cucumbers, 36 CT	BAG	104	3,744	EACH	1,9000	7,113.6000	\$5.70	-BAG3
Cucumbers, 36 CT	BAG6	14	504	EACH	1,1700	589.6800	\$7.02	
Cucumbers, 36 CT	CASE	4	144	EACH	0.4900	70.5600	\$17.64	
Cucumbers, Sliced 2/5#	5LB	2	4	LB	2.5000	10.0000	\$12.50	
Cucumbers Sliced 1/8"	5LB	4	4	LB	2.5000	10.0000	\$12.50	
Herb, Dill 4 oz	Bunch	7	7	EACH	1.0000	7.0000	\$1.00	-DILY-\$3
Herb, Dill Pound	LBS	1	1	LB	8.0000	8.0000	\$8.00	
Garlic, Whole Peeled 4/5#	5LB	5	20	LB	3.3000	66.0000	\$16.50	
Garlic, W/P, 6/51b Bag C.A Grown	5LB	1	6	LB	3.5000	21.0000	\$17.50	
Grapes, Lunch Bunch VBZ 21#	21LB	70	1,470	LB	1.1700	1,719.9000	\$24.57	
Grapes, Red Flame Ca.	2LB	922	1,844	LB	2.5000	4,610.0000	\$5.00	
Grapes, Red Flame Ca.	CASE	18	18	LB	1.4400	25.9200	\$25.92	
Honeydews, 4-8 ct	EACH	12	48	EACH	3.9500	189.6000	\$23.70	
Juice, Lime 12/1 QT	QT	2	24	QT	7.9500	190.8000	\$7.95	
Lettuce, Romaine Chopped, 6x2#	LBS	384	2,304	LB	1.5000	3,456.0000	\$3.00	
Lettuce, Romaine Chopped, 6x2#	LBS	527	3,162	LB	1.4200	4,490.0400	\$17.04	
Lettuce, Green Leaf Andy Boy 24 ct	BAG3	21	504	LB	2.4000	1,209.6000	\$7.20	-\$2.40/BAG3
Lettuce, Shredded	5LB	122	610	LB	0.7600	463.6000	\$3.80	
Lettuce, Shredded	CASE	27	27	LB	0.7100	19.1700	\$14.20	
Limes, 230 ct	5LB	4	20	LB	1.2000	24.0000	\$6.00	
Limes, Bag 2# unit	LBS	2	4	LB	2.0000	8.0000	\$2.00	
Mushrooms, Sliced 10 #	LBS	89	890	LB	2.4000	2,136.0000	\$24.00	
Mushrooms, Sliced 10 #	LBS	51	510	LB	2.4000	1,224.0000	\$24.00	
Cabbage, Nappa 30 # Locally Grown	LBS	48	1,440	LB	0.5700	820.8000	\$17.10	
Cabbage, Napa Chopped	LBS	2	2	LB	3.7100	7.4200	\$3.71	
Cabbage, Shredded Napa	LBS	108	108	LB	6.0000	648.0000	\$6.00	
Onions, Diced 1/4" 4/5#	5LB	25	100	LB	1.4000	140.0000	\$7.00	
Onions, Diced 1/2" 4/5#	5LB	1	20	LB	1.4000	28.0000	\$7.00	
Onions, Green, 48ct	BAGG	81	3,888	BAG	3.0000	11,664.0000	\$18.00	-\$3/BAGG
Onions, Green 24/2ct Bags Iceless	BAGS	1	24	BAG	1.2500	30.0000	\$2.50	-\$2.50/EACH (duplicate)
Onions, Green 24/2ct Bags Iceless	BAGS	203	4,872	BAG	1.2500	6,090.0000	\$2.50	
Onions, Green Iceless 4x12 ct	BAGS	1	48	BAG	4.2500	204.0000	\$4.25	BA12
Onions, Yellow Jumbo 50#	5LB	28	1,400	BAG	3.5000	4,900.0000	\$3.50	?
Onions, Jumbo Red 25#	5LB	69	1,725	LB	0.5500	948.7500	\$2.75	?
Onions, Jumbo Red 25#	CASE	7	175	LB	0.5600	98.0000	\$14.00	
Onions, Red Diced 4/5# 1/4"	5LB	128	512	LB	1.7000	870.4000	\$8.50	
Onions, Red Diced 4/5# 1/4"	CASE	1	4	LB	1.7000	6.8000	\$34.00	
Onions, Red Sliced 4/5#	5LB	12	240	LB	2.5000	600.0000	\$12.50	
Onions, Red Sliced 4/5#	CASE	1	4	LB	2.4500	9.8000	\$49.00	
Onions, Red Slivered 1/8" 5#	5LB	1	5	LB	2.5000	12.5000	\$12.50	
Onions, Sliced 1/4 Inch 4/5#	5LB	2	40	LB	2.3500	94.0000	\$11.75	
Oranges, 113ct, Navels-Calif.	CASE	180	20,340	EACH	0.2250	4,576.5000	\$25.43	
Oranges, 138ct., Navels - Calif.	CASE	1,141	157,458	EACH	0.1850	29,129.7300	\$25.53	
Oranges, 88ct., Navels -Calif.	CASE	2	176	EACH	0.2800	49.2800	\$24.64	
Parsley, 60ct	BAG3	32	1,920	BAG	3.3000	6,336.0000	\$3.30	
Pineapples, 6/7 Ct	CASE	1	42	EACH	4.5000	189.0000	\$27.00	
Radish, 24 Ct With Tops	1LB	3	3	LB	2.5000	7.5000	\$2.50	
Radish, 48 Ct, With Tops	BAG3	1	1	BAG	3.0000	3.0000	\$3.00	
Radish, Cleaned 251b. Bag	5LB	382	9,550	LB	1.3000	12,415.0000	\$6.50	
Radish, Cleaned 251b. Bag	CASE	18	450	LB	1.3200	594.0000	\$33.00	
Radish, Clean & Trim 4/5	5LB	307	1,228	LB	2.8000	3,438.4000	\$14.00	
Radish, Sliced 4/5 # bags	5LB	520	2,080	LB	2.8000	5,824.0000	\$14.00	
Radish, Sliced 4/5 # bags	CASE	1	20	LB	2.8000	56.0000	\$56.00	
Cabbage, w/Carrot and Red Cab 4/5#	5LB	54	216	LB	0.8500	183.6000	\$4.25	
Peas, Snap 10 # Locally Grown Manns	1LB	1	10	LB	2.7500	27.5000	\$27.50	
Spinach, Baby 4#	CASE	1	4	LB	3.5000	14.0000	\$14.00	
Spinach, Cleaned 4/2.5 Lb	CASE	47	470	LB	1.5500	728.5000	\$15.50	
Spinach, Cleaned 4/2.5 Lb	EACH	275	2,750	LB	2.0000	5,500.0000	\$5.00	
Strawberries 8/1# ct Local-Calif Gr	CASE	21	168	LB	2.3800	399.8400	\$19.04	
Tornate, 5x6 25# Loose	CASE	65	1,625	LB	0.7800	1,267.5000	\$19.50	
Tomato, 6x6 loose 25#	CASE	4	100	LB	0.8400	84.0000	\$21.00	
Tomato, Diced 2/5# 1/4"	5LB	308	308	LB	2.2000	677.6000	\$11.00	
Tomato, Diced 2/5# 1/4"	CASE	1	10	LB	2.2000	22.0000	\$22.00	
Tomato, Roma	1LB	3	3	LB	1.5000	4.5000	\$1.50	
Tomato, Roma	5LB	23	115	LB	1.5000	172.5000	\$7.50	
Tomato, Roma	CASE	1	1	LB	0.7000	0.7000	\$17.50	
Watermelon, Seedless 3/4ct Local	CASE	419	419	EACH	7.4900	3,138.3100	\$26.22	
Watermelon, Seedless 3/4ct Local	EACH	416	416	EACH	8.0000	3,328.0000	\$8.00	
Squash, Zucchini Coin 1/4" 5#	5LB	101	101	LB	2.6000	262.6000	\$13.00	

Squash, Zucchini Sticks 4/ 5#	5LB	142	142	LB	2.6000	369.2000	\$13.00
Squash, Zucchini Sticks 4/ 5#	CASE	25	100	LB	2.1000	210.0000	\$42.00

TOTAL: 228,945.8410

Sacramento City Unified School District

GENERAL TERMS AND CONDITIONS

1. **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.
2. **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.
3. **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.
4. **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) 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.
5. **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).
6. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful bidder(s) shall

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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.

7. **BUY AMERICAN PROVISION** – In compliance with 7 CFR, Sections 210.21[d] and 220.13[d]; U.S. Department of Agriculture Policy Memorandum SP 38-2017; Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760[n]), that requires all school food authorities (SFA) to purchase, to the maximum extent practical, domestic commodities or products. Section 12(n) of the NSLA defines a domestic commodity or product as an agricultural commodity (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed product (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains a meat/meat alternate and grain component) that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial means that over 51 percent of the final processed product consists of agricultural commodities that are grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. 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. Exceptions to the Buy American Provision will be used as a last resort, and will be determined by the District based on the two exceptions defined by the USDA Policy Memo SP 38-2017, Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

8. **MISCELLANEOUS PROVISIONS:**

A. Program Regulations

The VENDOR shall be in conformance with the applicable portions of The District's agreement under the program. The VENDOR will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250. The VENDOR shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The VENDOR's products shall meet grade level caloric, sodium, saturated fat, and trans fat requirements.

B. Affordable Care Act

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The VENDOR understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The VENDOR shall bear sole responsibility for providing health care benefits for its employees who provide services to The District as required by State or Federal law.

C. Disclosure of Lobbying Activities

Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the VENDOR must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (*Only applies to contracts over \$100,000*)

D. Certification Regarding Lobbying

Pursuant to 31 USC 1352, the Vendor must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions. (*Only applies to contracts over \$100,000*)

E. Certificate of Independent Price Determination

The Vendor admits that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offer or with any competitor certification regarding non-collusion.

F. Civil Rights Compliance

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877- 8339. Additionally, program information may be made available in languages other than English to file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or

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write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail:

U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

G. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation

The VENDOR will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The District will report all violations to ADE and to the USEPA Assistant Administrator for Enforcement. (Only applies to contracts over \$100,000)

H. Contract Work Hours and Safety Standard Act

The VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$2,500)

I. Debarment, Suspension, Ineligibility and Voluntary Exclusion

By signing the Offer & Award form, the VENDOR shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The VENDOR shall comply with regulations implementing Office of Management and Budget Guidance in Non-Procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000)

J. Energy Policy and Conservation Act

The VENDOR shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94– 163, 89 Stat. 871.)

K. Equal Employment Opportunity

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The VENDOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).

L. Record Keeping

The books and records of the VENDOR pertaining to operations under this Agreement shall be available to The District at any reasonable time. These records are subject to inspection or audit by representatives of The District, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place. The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S §35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).

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

N. 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.

O. 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.

P. 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.

Q. 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.

R. Force Majeure Clause

Sacramento City Unified School District

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.

S. 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, its officers, agents, and employees may sustain or incur 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, excepting only liability arising out of the sole negligence of the District.

T. 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 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.

U. 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.

V. 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.

W. Toll Charges

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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.

X. 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.

Y. 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.

Z. 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.

AA. Termination Without Cause

This Agreement may be terminated by the District upon giving thirty days' advance written notice of an intention to terminate.

BB. 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.

ORDERING

*SCUSD Nutrition Services Admin. will work closely with vendor customer service to advise and forecast produce menu prior placing orders.

*Vendor customer service shall advise of any significant market increases prior SCUSD placing orders so that possible substitutions shall be considered.

1. SCUSD Nutrition Services Admin. will centrally send an aggregate order for all 80 school sites on Thursday for the following Monday delivery.
2. Some high volume secondary sites may require a second order for Wed or Thurs delivery (negotiable).
3. There shall be no minimum order requirement.
4. "Option" - Upon mutual agreement, secondary site leads may place orders themselves on vendor's online ordering platform if available.

DELIVERY

1. Monday delivery window for sites shall be 7am-1pm (some sites are avail @ 6am). No weekend, holiday or dark drops.
2. Weeks with Monday holiday, deliveries shall be made on Tuesday.
3. For emergency orders, the vendor will be required to make direct deliveries to various cafeterias or other locations as requested by the District Nutrition Services Department. If vendor is requested to make an emergency delivery of product in stock, vendor shall deliver within 24 hours.
4. Sufficient time must be allowed at time of delivery for adequate inspection of product, not only for quantity, but also quality of product.
5. The district reserves the right to reject products delivered in error, not delivered according to specifications, sub-standard quality or past peak ripeness.
6. Produce must be delivered to all sites in refrigerated trucks to reduce perishability. Trucks are to be cleaned on a regular basis, free of excessive dirt and debris and clearly labeled with the name of the vendor.
7. The vendor must deliver direct to locations and shall not sub-contract delivery.
8. Timely delivery of all orders is expected to school sites and if unable to meet confirmed delivery schedule(s), as agreed upon, a grace period will be given to allow vendor time to make necessary adjustments. If the vendor is aware of any delivery delays, an email notification shall be sent to the Districts Nutrition Services office, to the attn. of Elesia Dixson / dixson@scusd.edu
The district reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused.

REPORTS/INVOICES

1. Product shortages at the time of delivery will be noted on the delivery invoice and signed by the vendor's driver and the invoice will be held for payment until the credit invoice is generated to submit with initial invoice. Credits may be sent to:
Robert-Aldama@scusd.edu
2. Product of bad quality or expired dates noticed after the delivery (in the same delivery week) will be reported and replaced next day with quality product.
3. The district prefers to pay bi-weekly statements provided in **excel format** provided by the vendor electronically with each delivery location identified and each locations invoices/credits listed. Statements may be sent to: Robert-Aldama@scusd.edu
Please provide a sample copy of your statement.
4. Vendor shall agree to net 30-day payment terms from date electronic statement is received.
5. All deliveries must be accompanied by a delivery receipt.
Receipt is to include, item identification, unit price, price extension and total price of delivery.
6. Vendor will be required to provide Nutrition Services a computer generated sales analysis report by site on a request basis. This report must include items purchased and aggregate quantities, year-to-date purchase quantities per item and average unit cost.

AGREEMENT

1. The District reserves the right to terminate this Agreement for default or for its convenience with 30-day written notice. If the agreement is terminated for convenience, the vendor shall only be paid for service and products rendered to the date of termination.
2. In support of our Farm to School efforts, the District reserves the rights to purchase produce items off bid utilizing other competitive methods directly from local farmers and growers as they are available.
3. The district reserves the right to add or remove products, may purchase more or less than estimated, or may add or remove sites as necessary throughout the terms of this contract.

SUBSTITUTIONS

1. Substitutions in quality or quantity shall receive prior approval from the District in order to qualify for payment. If substitution is unavoidable due market conditions, vendor shall offer equivalent item with District approval at no additional cost to the District.
2. Substitution requests may be sent to: Elesia Dixson, dixsone@scusd.edu

BUY AMERICAN

1. In accordance with “Buy America, Buy California” every effort will be made to provide first locally grown (250 miles), then California grown, then American grown produce. If California or U.S. grown produce is not available in sufficient quantities to provide affordability, then only produce inspected and approved by USDA is acceptable.
2. Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The legislation defines “domestic commodity or product” as one that is produced in the United States and it processed in the Unified States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that “substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Exemptions to the Buy American provision are listed below:
 - When product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or
 - Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

FOOD SAFETY

1. Suppliers shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county and city laws and ordinances for their production handling, processing, marking, and labeling.
2. All prepared products must be prepared without the use of sulfating agents.
3. Produce certified free from pesticide residues is preferred when available and competitively priced.
4. Product Recall- To ensure the safety of our students' vendor must communicate all product recall information in a timely manner and plan pick up and reimbursement if necessary. Provide information on your company's policy for handling recalled product. Include any current or past recalls within the last 3 years and their disposition.

QUALIFICATIONS

1. Vendor must be AIB certified and maintain a rating of at least 95% to qualify.
2. Enclose the most recent audit and certificate.
3. Vendor must provide Good Agricultural Practices (GAP) documentation of food safety and sanitation.
4. Vendor must have a documented Hazard Analysis Critical Control Program (HACCP) including product recall. Provide a copy of this program to SCUSD.

Site	Site Lead	Cafeteria Phone #	Site Address
A. Warren McClaskey Adult School	Sok Him	395-5782-700040	5241 J St 95819
A.M. Winn Waldorf	Bereniece Lopez	395-4506-200040	3351 Explorer Dr 95827
Abraham Lincoln Elem	Lisa Escobar	395-4501-201040	3324 Glenmoor Dr 95827
Albert Einstein M.S.	Debra Hilz	395-5312-400040	9325 Mirandy Dr 95826
Alice Birney Waldorf	Fabiola Ramirez	395-4511-300040	6251 13th Street 95831
American Legion H.S.	Linda Reyes	395-5002-500040	3801 Broadway 95817
Sol Aureus College Prep (@ Bear Flag)	Antar Blackwell	433-2976	6620 Gloria Dr. 95831
Bowling Green McCoy Academy	Stefani Peterson	395-5211-602040	4211 Turnbridge Dr 95823
Bowling Green Chacon Lang & Sci	Stefani Peterson	395-5216-601040	6807 Franklin Blvd 95823
Bret Harte Elem	Sandra Romero	395-5191-202040	2751 9th Ave 95818
C.K. McClatchy H.S.	Lisa Permenter	395-5052-503040	3066 Freeport Blvd 95818
Caleb Greenwood Elem	Melissa Yniguez	395-4516-301040	5457 Carlson Dr 95819
California M.S.	Dori Farley	395-5303-401040	1600 Vallejo Way 95818
California Montessori Project	April Larios	325-0910-130	2635 Chestnut Hill Drive
Camellia Elem	Donovan Ware	395-4521-203040	6600 Cougar Dr 95828
Capitol Collegiate (@ Freeport Elem)	Cindy DeJesus	433-5480	2118 Meadowview Rd, 95832
Caroline Wenzel Elem	Laura Curiel	395-4526-204040	6870 Greenhaven Dr 95831
Cesar Chavez Intermediate	Rachelle Aldama	395-4531-205040	7500 32nd Street 95822
Crocker Riverside Elem	Beth Huff	395-4536-208040	2970 Riverside Blvd 95818
David Lubin Elem	Lisa Mayers	395-4541-209040	3535 M St 95816
Earl Warren Elem	Patricia Bell	395-4546-210040	5420 Lowell St 95820
Edward Kemble Elem	Yolanda Marculescu	395-4551-211040	7495 29th St 95822
Elder Creek Elem	Michelle Miller	395-4556-212040	7934 Lemon Hill Ave 95824
Ethel I. Baker Elem	Suzie Holquin	395-4561-213040	5717 Laurine Way 95824
Ethel Phillips Elem	Diane Lewis	395-4566-214040	2930 21st Ave 95820
Fr. Keith B. Kenny Elem	Emily Budak	395-4571-215040	3525 Martin L. King Jr. Blvd 95817
Fern Bacon M.S.	Lana Mischenko	395-5342-403040	4140 Cuny Ave 95823
Genevieve Didion k-8	Shirley Caesar	395-4576-303040	6490 Hamon Dr 95831
George Washington Carver	Michelle Widman	395-5267-603040	10101 Systems Prky 95827
Golden Empire Elem	Kali Young	395-4581-218040	9045 Canberra Dr 95826
Growth Public Schools Charter	Ana Aviles	504-3028	9320 Tech Center Dr 95826
H.W. Harkness Elem	Maureen Hagler	395-4586-219040	2147 54th Ave 95822
Arthur Benjamin Health Professions	Marian Gantt	395-5012-501040	451 McClatchy Way 95818
Hiram Johnson H.S.	Bettina Tapp	395-5072-505040	6879 14th Ave 95820
Hollywood Park Elem	Jose Cardenas	395-4591-220040	4915 Harte Way 95822
Hubert Bancroft Elem	Becky Sorenson	395-4596-221040	2929 Belmar St 95826
Isador Cohen Elem	Katy Duncan	395-4601-222040	9025 Salmon Falls Dr 95826
James Marshall Elem	Gina Carrillo	395-4606-223040	9525 Goethe Rd 95827

John Bidwell Elem	Linda Lopez	395-4611-225040	1730 65th Ave 95822
John Cabrillo Elem	Robin Sarkin-Sharpe	395-4616-226040	1141 Seamas Ave 95822
John D. Sloat Elem	Mayra Soto	395-4621-227040	7525 Candlewood Way 95822
John F. Kennedy H.S.	Maria Ortiz	395-5092-506040	6715 Gloria Dr 95831
John Morse k-8	Robin Williams	395-4776-228040	1901 60th Ave 95822
John Still Elem	Ruth Saucedo	395-4626-229040	2200 John Still Dr 95832
John Still M.S.	Sherra Anderson	395-5336-404040	2250 John Still Dr 95832
Joseph Bonnheim Elem	Debroah Giles	395-5241-230040	7300 Marin Ave 95820
Kit Carson	Yvette Gamboa	395-5352-405040	5301 N St 95819
Language Academy of Sac	Mary Lindskog	277-7137	2850 49th St 95817
Leataata Floyd Elem	Cindy Ly	395-4631-224040	401 McClatchy Way 95818
Leonardo da Vinci k-8	Tia Andrade	395-4639-304040	4701 Joaquin Way 95822
Luther Burbank H.S.	Shawn Rivera	395-5112-507040	3500 Florin Rd 95823
Mark Twain Elem	Tahnee Martin	395-5172-509040	4914 58th St 95820
Martin Luther King k-8	Maria SantaMaria	395-4646-305040	480 Little River Way 95831
Matsuyama Elem	Pamela Hornback	395-4651-234040	7680 Windbridge Dr 95831
The Met Sacramento	Erika Figueroa	395-5417-604040	810 V St. 95818
Sacramento New Technology	Patricia Johnson	395-5255-605040	1400 Dickson St 95822
Nicholas Elem	Tammy Rodriguez	395-4656-235040	6601 Steiner Dr 95823
O.W. Erlewine Elem	Mary Dawidczik	395-4661-237040	2441 Stansberry Way 95826
Oak Ridge Elem	Mina Montanez	395-4666-236040	4501 M. L. King Jr. Blvd 95817
Pacific Elem	Hilda Jaime	395-4671-238040	6201 41st St 95824
Parkway Elem	Pam Simmons	395-4676-239040	4720 Forest Parkway 95823
Peter Burnett Elem	Jodie Stenson	395-4681-240040	6032 36th Ave 95824
Phoebe Hearst Elem	Delia Granados	395-4686-241040	1410 60 th St 95819
Pony Express Elem	Yu Tan	395-4691-242040	1250 56th Ave 95831
Rosa Parks k-8	Isaac Applegate	395-5324-406040	2250 68th Ave 95822
Rosemont H.S.	Irene Carruthers	395-5132-508040	9594 Kiefer Blvd 95827
Sam Brannan M.S.	Dorothy Withey	395-5362-407040	5301 Elmer Way 95822
School of Engineering & Science	Ana Alcala-Ramierz	395-5042-402040	7345 Gloria Drive 95831
Sequoia Elem	Nicole Rodriguez	395-4696-243040	3333 Rosemont Dr 95826
Susan B. Anthony Elem	Maria Flores	395-4711-244040	7864 Detroit Blvd 95832
Sutter M.S.	Lisa Hernandez	395-5372-408040	3150 I St 95816
Sutterville Elem	Cheryl Contreras	395-4733-245040	4967 Monterey Way 95822
Tahoe Elem	Flo Straw	395-4751-246040	3110 60th 95820
Theodore Judah Elem	Andreyra Hernandez	395-4792-247040	3919 McKinley Blvd 95819
Washington Elem	Charlotte Broughton	395-4763-248040	520 18th St 95811
West Campus H.S.	Cyndi Neaves	395-5172-509040	5022 58th St 95820
Will C. Wood M.S.	Elisa Lopez	395-5382-409040	6201 Lemon Hill Ave 95824
William Land Elem	Maria Vera	395-4891-249040	2120 12th St 95818

Woodbine Elem
Yav Pem Saub Academy
SCUSD Central Warehouse

Sharon Baber
Liz Tipton
Robert Aldama

395-4911-250040
433-2988
395-5600 x460027

2500 52nd Ave 95822
7555 So. Land Park
3051 Redding Ave. 95820

"ATTACHMENT C"

Sacramento City USD - Daylight Foods
Produce Pricing SY20-21

PRODUCT DESCRIPTION	Approx Annual Usage	ITEM CODE	Item Description	Unit	Price
BANANA BREAKING CASE	3086	BANGT	Banana, Green Tip 40-LB	CASE	\$ 21.20
P-C BROCCOLI FLORETTS 3# BAG	2838	BROPI	Broccoli, Florets 4/3-LB	EACH	\$ 5.85
P-C ROMAINE BLEND 3 WAY 3# CASE	2664	SALROM	Salad Mix, With Romaine 4/5LB	EACH	\$ 11.15
P-C SHRED LETT 1/8" BKN LOT 5# BAG	2437	LETSH1	Lettuce, Shred 1/8" 4/5LB	5LB	\$ 3.80
CARROT SNACK PACK 100/2.6 OZ	1808	CAR26	Carrot, Mini Peeled 100/2.6-OZ	CASE	\$ 19.50
STRAWBERRY EX-FANCY 8/1# FLAT	1691.92	STR	Strawberry, 8/1-LB	CASE	\$ 19.04
CUCUMBERS, 6 EACH BAG	1566	CUC	Cucumber, 36-CT	BAG6	\$ 7.00
NECTARINE VF 70 SIZE 25# CASE	1496	NECTY72	Nectarine, Yellow VF 72-SZ 108-CT	CASE	\$ 19.00
ORANGE NAVEL CH NO STICKERS 138 COUNT	1454	ORA138	Orange, Navel (138)	CASE	\$ 18.50
P-C PICO DE GALLO 5# TRAY	1451	PICO	Pico De Gallo 1/4" 5LB Tray	5LB	\$ 15.50
P-C CUCUMBER SL W/SKIN 1/4" 5# BAG	1314	CUCSL	Cucumber, Slices 1/4" 2/5# RF	5LB	\$ 12.50
CARROT PEEL MINI 5# SACK	1255	CARM8	Carrot, Mini Peeled 8/5-LB	5LB	\$ 5.00
APPLE LUNCH BOX 163 COUNT	1186	APPRS156	Apple, Red Seasonal 150/163-CT	CASE	\$ 23.46
P-C ROMAINE CHOPPED 6/2# CASE	1089.34	LETCR	Romaine, Chopped 6/2-LB	CASE	\$ 15.50
P-C CANTALOUPE CUBES 5# TRAY	1028	CANCU	Cantaloupe, Cubes 1" 4/5LB	5LB	\$ 15.75
PLUM RED VF 40/45 SIZE 28# CASE	884	PLU	Plums, 44-CT	CASE	\$ 21.50
P-C CARROT MATCHSTIX 1/8" 5# BAG	859	CARMA	Carrot, Match Sticks 4/5-LB	5LB	\$ 5.50
P-C WATERMELON CHUNKS 5# TRAY	805	WATCU	Watermelon, Cubes 1" 5LB Tray	5LB	\$ 17.46
SPINACH CLEAN BKN LOT 2.5# BAG	794	SPICL4	Spinach, Cleaned 4/2.5-LB	EACH	\$ 7.00
BANANA FOODSERVICE CASE	787	BANGT	Banana, Green Tip 40-LB	CASE	\$ 21.20
WATERMELON SEEDLESS 30# CASE	786.5	WATS4	Watermelon, Seedless 3/4-CT 40-LB	CASE	\$ 22.00
P-C PINEAPPLE CUBE 5# TRAY	742	PINCU1	Pineapple, Diced 1"	5LB	\$ 18.00
P-C CELERY 4" STICKS CONTRACT 5# BAG	705	CELST	Celery, Sticks 4/5LB	5LB	\$ 8.50
MANDARIN 25# CASE	656	MANDSAT	Mandarin, Approx 100-120-CT	CASE	\$ 26.00
CABBAGE GREEN BKN LOT BAG 2 EACH	629	CABGR	Cabbage, Green 35-LB	BAG3	\$ 3.60
CELERY BKN LOT 30'S EACH	582	CEL	Celery, 24-30-CT	EACH	\$ 1.50
LETTUCE GREEN LEAF FILLETS 10# CASE	495	LETGRCR	Lettuce, Green Leaf Crown 10-LB	CASE	\$ 16.85
ORANGE VALENCIA CHOICE 138 COUNT	445	ORA138_CASE	Orange, Navel (138)	CASE	\$ 19.75
P-C KOHLRABI STICK 5# CASE	373	KOHLST_3LB	Kohlrabi, Sticks 3LB Bag	3LB	\$ 14.95
SEPARATE SALAD 4/5# CASE	324	SALMI_CASE	Salad Mix, 4/5LB	CASE	\$ 16.00
PEACH V-FILL 25 # 70 SIZE	306	PEACY72_CASE	Peach, Yellow VF 72-SZ 108-CT	CASE	\$ 19.75

Sacramento City USD - Daylight Foods
Produce Pricing SY20-21

PRODUCT DESCRIPTION	Approx Annual Usage	ITEM CODE	Item Description	Unit	Price
TOMATO ZIMA Pints 15/PT-CASE	297	TOMCH_CASE	Tomato, Cherry 12-CT	CASE	\$ 18.78
P-C YAM STICK 4 x 3/8" 5# BAG	295	YAMST_5LB	Yam, Sticks 2" 4/5-LB	5LB	\$ 14.00
BLUEBERRY 6oz 12 CT FLAT	291.84	BLUND_CASE	Blueberry, 12ct Non Driscoll	CASE	\$ 25.00
P-C JICAMA STICK CONTRACT 5# BAG	280	JICST_5LB	Jicama, Sticks 4" 3/8" 4/5-LB	5LB	\$ 14.50
P-C PINEAPPLE SPEAR 5# CASE	277	PINSP	Pineapple, Spears 4" 5LB	5LB	\$ 19.50
BELL PEPPER GREEN 5# BOX	275	BELGR5	Bell Pepper, Green 5-LB Unit	5LB	\$ 6.50
SEPARATE SALAD B/LOT 5# BAG	275	SALMI	Salad Mix, 4/5LB	EACH	\$ 3.45
TOMATO GRAPE CLAMSHELL 12-PT-CASE	263	TOMCHGRC	Tomato, Grape 12/1-PT	CASE	\$ 18.00
ORANGE VALENCIA JUICER 113 COUNT	257	ORA113	Orange, Navel (113)	CASE	\$ 19.75
CHILI SWEET MINI PEPPER-BAGS 12/16 CASE	248	PEPSWE	Bell Pepper, Mini Sweet 12/1lb	CASE	\$ 19.95
APPLE LUNCH BOX NO STICKERS 138 COUNT	247	APPRS131	Apple, Red Seasonal 125/138-CT	CASE	\$ 23.46
GRAPE SNACK PACK RED 21# CASE	233	GRALB	Grapes, Red Lunch Bunch 18- 21#	CASE	\$ 24.57
P-C BROCCOLI FLORETT 4/3# CASE	222	BROPI	Broccoli, Florets 4/3-LB	CASE	\$ 18.50
P-C APPLE SLICE 200/2OZ	179	APPSL2	Apple, Swt Apple Bites 200/2-OZ	CASE	\$ 43.00
PERSIMMON FUYU LOOSE 25# CASE	172	PERFUBU	Persimmons, Fuyu 25LB Bulk	CASE	\$ 24.90
TOMATO LARGE LOOSE BKN LOT 5# BAG	170	TOM5X6L	Tomato, 5x6 Loose 25-LB	5LB	\$ 8.00
P-C CARROT MATCHSTICK 1/8" 4/5# CASE	165.5	CARMA	Carrot, Match Sticks 4/5-LB	CASE	\$ 17.50
KIWI GOLD V/F LARGE CASE	164	KIWGO	Kiwi, Gold Volume Fill 108ct	CASE	\$ 19.50
P-C ROMAINE CHOPPED 2# EA	149	LETCR	Romaine, Chopped 6/2-LB	EACH	\$ 3.00
P-C SHRED LETT 1/8" 4/5# CASE	146	LETSH1	Lettuce, Shred 1/8" 4/5LB	CASE	\$ 15.00
ONION YELLOW 5# BKN LOT 5# BAG	140	ONIJU5	Onion, Yellow Jumbo 5#	5LB	\$ 3.50
TOMATO LARGE/EX LG LOOSE 25# CASE	137	TOM5X6L	Tomato, 5x6 Loose 25-LB	CASE	\$ 18.75
LIME BROKEN LOT 5# BAG	134	LIM5	Lime, 5-LB Unit	5LB	\$ 7.00
CILANTRO BKN LOT 3 BU / BAG	130	9160	Herb, Cilantro 3-CT	3CT	\$ 2.70
PEAS SUGAR SNAP 10# CASE	124	SNAP	Peas, Snap 10-LB	CASE	\$ 23.00
P-C HONEYDEW CUBE 5# TRAY	89	HONCU	Honeydew, Diced 3/4" 4/5-LB	5LB	\$ 16.95
P-C CUCUMBER SL W/SKIN 2/5# CASE	81	CUCSL	Cucumber, Slices 1/4" 2/5# RF	CASE	\$ 21.00
P-C GRAPEFRUIT WEDGES 3# BAG	81	GRAFRQ40	Grapefruit, Red Qtrs 40CT 3LB FFVP	TRAY	\$ 19.50
GREEN ONION CLEAN 2LB EACH	75	ONIGRI2	Onions Green, Ice-less 4/2-LB	2LB	\$ 7.00
SPINACH CLEAN 4/2.5# CS	69	SPICL4	Spinach, Cleaned 4/2.5-LB	CASE	\$ 15.50
CHILI JALAPENO BKN LOT POUND	65	6761	Chili, Jalapeno 1-LB	LBS	\$ 2.50
PEAR BARTLETT WRAPPED 135 COUNT	63	PEARB142	Pear, Bartlett 135/150-CT	CASE	\$ 25.00

Sacramento City USD - Daylight Foods
Produce Pricing SY20-21

PRODUCT DESCRIPTION	Approx Annual Usage	ITEM CODE	Item Description	Unit	Price
KIWI VOLUME FILL CASE	60	KIWBU	Kiwi, Bulk 117-CT	CASE	\$ 22.40
ONION YELLOW JUMBO VALUE 50# SACK	60	ONIJU	Onion, Yellow Jumbo 50-LB	CASE	\$ 15.50
BANANA SINGLE 150's CASE	58	BANPE	Banana, Petite 150-CT	CASE	\$ 18.50
BLACKBERRIES 6oz 12 CT FLAT	57	BLAND	Blackberry, 12ct Non Driscoll	CASE	\$ 25.00
BANANA BREAKER 10# 10# CASE	52	BAN10	Banana, 10-LB	CASE	\$ 7.50
RASPBERRY 6oz 12 CT FLAT	48	RAS	Raspberry, 12-CT Driscoll	CASE	\$ 26.95
ORANGE NAVEL CHOICE 113 COUNT	48	ORA113	Orange, Navel (113)	CASE	\$ 19.75
PEAR RED 20# 45 COUNT	39	PEARED42	Pear, Red Bartlett 135/150ct.	CASE	\$ 25.00
ORANGE VALENCIA CHOICE 88 COUNT	39	ORA88	Orange, Navel (88)	CASE	\$ 19.00
TOMATO CHERRY 12ct CASE	38	TOMCH	Tomato, Cherry 12-CT	CASE	\$ 18.78
PEAR BARTLETT 40# WRAPPED 120 COUNT	37	PEARB142	Pear, Bartlett 135/150-CT	CASE	\$ 25.00
EDIBLE FLOWERS ORCHID 50 CT TRAY	37	FLEOR	Edible Flower, Orchids 100ct	CASE	\$ 17.00
P-C CANTALOUPE CUBES 4/5# CS	36	CANCU	Cantaloupe, Cubes 1" 4/5LB	CASE	\$ 56.00
KIMCHI SPICY JARS 12/14 OZ	33	6016	Kimchi, Cosmos Vegetarian 4/1-GAL	CASE	\$ 56.00
TOMATO CHERRY MIXED MEDLEY 12CT CLAM	33	TOME	Tomato, Mix Medley 12/1-PT	CASE	\$ 19.95
W/P COLOR MINI CARROT W/TOPS 5# BAG	32	CARBARO	Carrot, Baby Rainbow Peel w/Top 5LB	CASE	\$ 21.50
KIWI BERRY (BABY) 12/4 OZ	30	KIWBE	Kiwi, Berry 12CT	CASE	\$ 35.00
ONION RED 5# BKN LOT 5# BAG	28	ONIRE5	ONIRE5	5LB	\$ 2.75
P-C LIME SWEET WEDGE 5# BAG	26	LIMWE	Lime, Wedges 5LB	5LB	\$ 20.50
TOMATO ROMA 5# BKN LOT 5# BAG	26	TOMRO	Tomato, Roma 25#	5LB	\$ 7.50
W/P MINI CARROT W/TOPS 5# BAG	26	CARBAPE	Carrot, Baby Peeled w/Tops 5-LB	BAG	\$ 15.00
P-C MANGO SPEARS 5# CASE	25	MANSP	Mango, Spears 4" 5#	5LB	\$ 45.00
GRAPE GREEN SEEDLESS IMPORT 18# CASE	25	GRAGR	Grape, Green 18-LB	CASE	\$ 21.90
PEAR ASIAN V-FILL 54/56 25# CTN	25	PEARASL	Pear, Asian Apple 72-CT	CASE	\$ 25.60
P-C BBY BOK CHOY QTR/CLEAN/TR 5# BAG	25	BOKCU	Bok Choy, Cut 1"	5LB	\$ 13.44
P-C LIME KEY WEDGE 5# BAG	24	LIMWE	Lime, Wedges 5LB	5LB	\$ 20.00
P-C CARA CARA WEDGE W/SKIN 5# BAG	24	ORAWE	Orange , Wedges W/peel 2/5#	5LB	\$ 20.00
P-C SNAP PEAS CLEANED 5# BAG	23	SNAPPCL	Peas, Snap Cleaned 5#	5LB	\$ 25.00
P-C WATERMELON SPEARS 5# TRAY	23	WATSL	Watermelon, Spears 4" #5	5LB	\$ 20.00
CARROTINI 200/1.3oz	23	CAR200	Carrot, Mini Peeled 200/1.6-OZ	CASE	\$ 23.00
MANDARIN SATSUMA STEM & LEAF CASE	22	MANPAGE	Mandarin, Tango w/ Stem & Leaf	CASE	\$ 36.00

Sacramento City USD - Daylight Foods
 Produce Pricing SY20-21

PRODUCT DESCRIPTION	Approx Annual Usage	ITEM CODE	Item Description	Unit	Price
APPLE GRANNY SMITH USXF 100 COUNT	21	APPG100	Apple, Granny Smith Premium 100ct.	CASE	\$ 35.00
GRAPE RED SEEDLESS IMPORT 18# CASE	21	GRARE	Grape, Red Flame 18-LB	CASE	\$ 25.92
MUSHROOM BABY BELLA SLICED 10# CS	21	MUSSL	Mushroom, Sliced 1/4" 10-LB	CASE	\$ 24.00
CRABAPPLES 12# CASE	21	APPCR	Apple, Crab 10# Case	CASE	\$ 35.00
PLUM BLACK 40/45 28# CASE	20	PLU	Plums, 44-CT	CASE	\$ 25.90
P-C GRAPFRUIT RED SEGMENT 5# TRAY	20	GRAFRSE	Grapefruit, Segments 5-LB Tray	5LB	\$ 25.00
P-C CUC ENG. SLICED 5# BAG	20	CUCENSL	Cucumber, English Slices 1/4" 5LB	5LB	\$ 21.00

SERVICES AGREEMENT

Date: July 1, 2020 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Lozano Smith, LLP (hereinafter referred to as "Attorney").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Attorney and to have said Attorney render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Attorney is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Attorney hereby agrees to provide to the District the services as described below ("Services"):

Legal Counsel with respect to matters District specifically refers to Attorney; Legal services as reasonably required to represent District in such matters as may arise through the course of the school year; Take reasonable steps to keep District informed of significant developments and respond to District's inquiries regarding those matters.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2020 and continue through June 30, 2021, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Attorney for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Attorney will be paid for services rendered based upon the attached rate schedule (Exhibit B) with a not to exceed amount of Two Million Dollars (\$2,000,000). Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Raoul Bozio, In-House Counsel, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Attorney with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Attorney under this Agreement. Attorney will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Attorney understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Attorney shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Attorney must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Attorney's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

Attorney's relationship to the District under this Agreement shall be one of an independent contractor. The Attorney and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement. The Attorney and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Attorney acknowledges and agrees that it is the sole responsibility of the Attorney to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Attorney's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Attorney agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Education Code Section 45125.1 states that if employees of any Attorney providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services, Attorney will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

District has determined that services performed under this Agreement will result in limited contact with pupils. Attorney is required to comply with the conditions listed in Exhibit A, Certification of Compliance. If the Attorney is unwilling to comply with these requirements, the Attorney's employees may not enter any school site until the Attorney provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed Attorneys.

ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or consultants.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. GENERAL LIABILITY INSURANCE.

Prior to commencement of services and during the life of this Agreement, Attorney shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Attorney to the District.

ARTICLE 9(a). PROFESSIONAL LIABILITY INSURANCE

Prior to the commencement of services under this Services Agreement, the Attorney shall furnish to the District satisfactory proof that the Attorney has purchased professional liability coverage, on a claims made basis, extending protection to Attorney in an amount no less than Five Million Dollars (\$5,000,000) per claim, and Five Million Dollars (\$5,000,000) in the annual aggregate.

Each of Attorney's consultants shall, to the extent available, have errors and omissions insurance for their services as required or approved by the District. The District may, at its discretion and according to the circumstances, approve a variation in the foregoing insurance requirement, upon a determination that the coverage, scope, limits, and/or forms of such insurance are not commercially available.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Attorney thirty days written notice. Notice shall be deemed given when received by Attorney, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Attorney; (b) any act by the Attorney exposing the District to liability to others for personal injury or property damage; or (c) the Attorney confirms its insolvency or is adjudged a bankrupt; Attorney makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Attorney's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another Attorney. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Attorney. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Attorney. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

<p>District: Sacramento City Unified School District PO Box 246870 Sacramento CA 95824-6870 Attn: Jessica Sulli, Contracts</p>	<p>Attorney: Lozano Smith One Capitol Mall, Suite 640 Sacramento, CA 95814 Attn: Jerome M. Behrens, Attorney</p>
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ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Attorney shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Attorney shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Attorney shall not hire any employee of the United States government to perform any service covered by this Agreement.

Attorney affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Attorney's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Attorney agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 17. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Attorney pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 18. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

LOZANO SMITH, LLP

By: _____
Rose Ramos
Chief Business Officer

By: _____
Jerome M. Behrens
Attorney at Law

Date

Date

EXHIBIT A

CERTIFICATION of COMPLIANCE

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Attorney will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Attorney will immediately report to District any apparent violation of these conditions.
5. Attorney shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Attorney cannot adhere to the conditions stated above, the Attorney shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Attorney shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

Jerome M. Behrens
Attorney at Law

Date

EXHIBIT B

PROFESSIONAL RATE SCHEDULE
 FOR SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
(Effective July 1, 2018)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner	\$ 275 per hour
Senior Counsel / Of Counsel	\$ 265 per hour
Senior Associate	\$ 240 per hour
Associate	\$ 230 per hour
Paralegal / Law Clerk	\$ 150 per hour

*A 5% discount is given on all invoices paid within 30 days of invoice.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Travel time shall be charged only from the attorney’s nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

**ADDENDUM TO
LOZANO SMITH SERVICES AGREEMENT**

This Addendum, which shall be effective upon approval of the Lozano Smith Services Agreement for the 2019-2020 fiscal year, and any subsequent fiscal years approved by the District, provides as follows:

1. Periodic Monitoring. The District's in-house counsel shall monitor periodically, at least quarterly, in addition to reviewing the monthly invoices of Lozano Smith, the matters assigned to Lozano Smith. In-house counsel shall report to the Superintendent, based upon the services provided.
2. Case and Matter Matrix. To assist the periodic monitoring, Lozano Smith shall provide, on a monthly basis, a matrix and brief description of the cases and matters assigned to Lozano Smith.

Lozano Smith's responsible partner, Jerry Behrens, shall be the primary contact for the services provided to the District. This Addendum is incorporated by reference to the Lozano Smith Services Agreement.