



Fountain Valley School District

BOARD OF TRUSTEES  
REGULAR MEETING

**A G E N D A**

10055 Slater Avenue  
Fountain Valley, CA 92708

**July 15, 2021**

- CALL TO ORDER: 6:15PM
- ROLL CALL
- APPROVAL OF AGENDA

M \_\_\_\_\_  
 2<sup>nd</sup> \_\_\_\_\_  
 V \_\_\_\_\_

- PLEDGE OF ALLEGIANCE
- CLOSED SESSION

The Board of Trustees will retire into Closed Session to address the following:

- Personnel Matters: *Government Code 54957 and 54957.1*  
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*  
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board’s designated representative, Cathie Abdel.
- Threat to Public Safety or Facilities: *Government Code 54956.5*
- Consultation with Assistant Superintendent, Personnel, Assistant Superintendent, Business Services and Assistant Superintendent, Educational Services: *Government Code 54956.5*
- REPORT OUT OF CLOSED SESSION  
The Board President will report out on action taken, if any.

*Our mission is to promote a foundation for academic excellence, mastery of basic skills, responsible citizenship, and a desire by students to achieve their highest potential through a partnership with home and community.*

**BOARD REPORTS AND COMMUNICATIONS**

Board Members will make the following reports and communicate information to fellow Board Members and staff.

**PUBLIC COMMENTS**

*Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. If a member of the audience requests a response to their comments, the Board of Trustees may ask the Superintendent/Staff to respond to them in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.*

**In order to address the Board of Trustees, please comply with the procedures listed on the goldenrod form, *For Persons Wishing to Address the Board of Trustees* and give the form to the Executive Assistant.**

**\*\*\* BOARD MEMBERS WHO WISH TO DISCUSS WITH STAFF ANY ITEMS LISTED UNDER LEGISLATIVE SESSION SHOULD INFORM THE BOARD PRESIDENT AT THIS TIME.**

**LEGISLATIVE SESSION**

- 1. APPROVAL OF EMPLOYMENT CONTRACT FOR ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES** M \_\_\_  
2nd \_\_\_  
V \_\_\_

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the employment contract for the position of Assistant Superintendent, Educational Services with Dr. Katherine Stopp.

- 2. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS** M \_\_\_  
2nd \_\_\_  
V \_\_\_

All items listed under the Consent Calendar and Routine Items of Business are considered by the Board of Trustees to be routine and will be enacted by the Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

Superintendent's Recommendation: The Board of Trustees approves all items listed under the Consent Calendar and Routine Items of Business in one action.

**Consent Items**

- 2-A. APPROVAL OF CONTRACT RENEWAL WITH NEWSELA**

Superintendent's Comments: It is recommended that the Board of Trustees approves the agreement with Newsela, Inc. for the 2021-22, 2022-23, and 2023-2024 school years for \$101,524.00.

**2-B. AUTHORIZE THE USE OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT BID #2021-18 MILK AND DAIRY PRODUCTS FOR THE PURCHASE OF MILK, JUICE AND DAIRY PRODUCTS**

Superintendent's Comments: It is recommended that the Board authorizes the Superintendent, or his designee, to approve the Anaheim Union High School District Bid #2021-18 (piggyback) 2021-2022 for Milk, Juice and Dairy products.

**2-C. APPROVAL TO PURCHASE CLOUD-BASED WEB FILTERING AND CLASSROOM MANAGEMENT SOFTWARE FROM SECURLY INC. FOR \$103,212.00 OVER THREE YEARS**

Superintendent's Comments: It is recommended that the Board of Trustees approves the purchase of Cloud-based Web Filtering and Classroom Management Software from Securly, Inc.

**2-D. APPROVE THE ANNUAL AGREEMENT FOR FISCAL AND MANAGEMENT INFORMATION SERVICES WITH SCHOOL SERVICES OF CALIFORNIA, INC.**

Superintendent's Comments: It is recommended that the Board of Trustees approves the Annual Agreement for Fiscal and Management Information Services with School Services of California, Inc.

**SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS**

The Board President will receive any announcements concerning new items of business from board members or the superintendent.

- APPROVAL TO ADJOURN

**The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, August 5, 2021 at 6:30PM.**

*A copy of the Board Meeting agenda is posted on the District's web site ([www.fvsd.us](http://www.fvsd.us)). Materials related to this agenda submitted to the Board of Trustees less than 72 hours prior to the meeting are available for public inspection by contacting the Superintendent's Office at [luccheser@fvsd.us](mailto:luccheser@fvsd.us) or calling 714.843.3255 during normal business hours.*

*Reasonable Accommodation for any Individual with a Disability: Any individual with a disability who requires reasonable accommodation to participate in a board meeting may request assistance by contacting the Superintendent's Office at [luccheser@fvsd.us](mailto:luccheser@fvsd.us) or calling 714.843.3255.*

Board meeting of July 15, 2021



Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Mark Johnson, Ed.D., Superintendent  
SUBJECT: **APPROVAL OF EMPLOYMENT CONTRACT FOR ASSISTANT  
SUPERINTENDENT, EDUCATIONAL SERVICES**  
DATE: July 12, 2021

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**Background**

A contract for employment of Assistant Superintendent, Educational Services with Dr. Katherine Stopp is presented to the Board of Trustees for approval.

**Recommendation:**

It is recommended that the Board of Trustees approves the employment contract for the position of Assistant Superintendent, Educational Services with Dr. Katherine Stopp.

**AGREEMENT OF EMPLOYMENT OF ASSISTANT SUPERINTENDENT,  
EDUCATIONAL SERVICES**

This agreement is made by and between FOUNTAIN VALLEY SCHOOL DISTRICT, located in the County of Orange, State of California (“District”), acting through its Board of Trustees (“Board”) and Dr. Katherine Stopp, (“Assistant Superintendent”), and is made with reference to the following facts:

A. Pursuant to Education Code section 35031, Board desires to employ an individual who is credentialed and qualified to serve as Assistant Superintendent, Educational Services, for the District.

B. Assistant Superintendent possesses the credentials and qualifications necessary to provide such services.

C. This Agreement is subject to all applicable laws of the United States and the State of California, the rules and regulations of the California State Board of Education, and the rules and regulations of the District. Said laws, rules, and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. Assistant Superintendent shall be employed pursuant to this Agreement for a term commencing on August 9, 2021 and continuing to June 30, 2025, upon action of the Board of Trustees on July 15, 2021.

2. Assistant Superintendent hereby agrees to devote her time, skills, labor and attention to said employment as directed by the Superintendent during the term of this Agreement, provided, however, that Assistant Superintendent may undertake outside activities consisting of consulting work, speaking engagements, lecturing and other similar professional activities for consideration, consistent with Board policy, as long as those activities do not interfere with Assistant Superintendent’s performance of her duties for the District.

3. Effective August 9, 2021, Board shall pay to Assistant Superintendent an annual salary of \$198,557 for 245 duty days per year, payable in 12 equal monthly payments. Where only a portion of a year is served, compensation shall be prorated. The Assistant Superintendent’s salary shall be adjusted to reflect salary increases given to other certificated employees of the District as approved by the Board. In each school year under this Agreement, the Assistant Superintendent, Educational, shall receive a doctoral stipend and longevity compensation, as provided by Management Policies. The Assistant Superintendent will also receive a monthly mileage allowance

of \$250. The Assistant Superintendent need not submit receipts or proof of miles driven to receive this allowance. The parties recognize that a mileage allowance is not considered creditable compensation by the California State Teachers' Retirement System.

4. Board will annually review and discuss the salary, including benefits, of Assistant Superintendent during the term of this Agreement in order to provide a competitive and attractive salary to Assistant Superintendent and to reflect the quality of services rendered by Assistant Superintendent. Board retains the right to increase the salary of Assistant Superintendent at any time during the term of this Agreement, any said adjustment to be effective upon the date as established by Board consistent with Education Code section 45022. If the compensation of other members of the District management team is reduced by a specified percentage for a given school year, the Assistant Superintendent's salary shall likewise be decreased to the same extent as of the same date the reduction takes effect for other members of the management team. Any adjustment in salary shall be made in open session of a regular Board meeting. Any amendment to the salary provisions of this Agreement shall not be deemed a new contract with Assistant Superintendent, and shall not extend the termination date of this Agreement.

5. During the term of this Agreement, Assistant Superintendent shall be entitled to such health and other fringe benefits provided to the certificated bargaining unit employees of the District. Assistant Superintendent shall receive 24 working days of vacation annually, exclusive of holidays and weekends, and shall be entitled to 1.00 days of sick leave per month (12 days annually). The Assistant Superintendent may request compensation for up to a maximum of 10 unused vacation days a year, effective August 9, 2021.

In the event of termination of this Agreement, Assistant Superintendent shall be entitled to compensation for unused vacation up to a maximum of 48 days at the salary rate on the effective date of termination. Earned sick leave shall be accumulated as provided by state law and Board policy.

6. Assistant Superintendent, during the term of this Agreement, shall perform those duties provided by law, any established job description, or as directed by Superintendent. Assistant Superintendent shall perform such duties and responsibilities in a manner satisfactory to Superintendent. Moreover, Assistant Superintendent shall not engage in any conduct described in Education Code section 44932.

7. Superintendent shall review Assistant Superintendent's performance at least annually by means of a written evaluation. By July 31 of each year during the term of this Agreement, Superintendent and Assistant Superintendent shall meet to establish goals and objectives for job

performance, and a timeline for the evaluation process. The written evaluation shall be prepared by the Superintendent, on or before June 15 each year, and shall be based upon but not limited to the Assistant Superintendent's performance of duties and responsibilities contained in any job description as well as written goals and objectives established for Assistant Superintendent by Superintendent, after a meeting with Assistant Superintendent. The format of the written evaluation shall be devised by Superintendent, with input from Assistant Superintendent. The written evaluation shall be discussed with Assistant Superintendent, and a subsequent written summary of that discussion shall be provided to Assistant Superintendent. The lack of an evaluation or adherence to the timelines in this paragraph in any year shall not preclude the Board from renewing, extending, or terminating this Agreement, or from adjusting the Assistant Superintendent's compensation as provided in this Agreement.

8. On or before June 30, 2022, the Superintendent will recommend to the Board, and the Board will duly discuss and consider, whether this Agreement should be extended for one or more additional years. Any amendment extending the term of this Agreement must be approved by the Board.

9. Subject to prior approval of the District's governing board or in accordance with Board policy, Assistant Superintendent shall attend meetings at the local, state and national levels, and, with the advance written approval of the Superintendent, may join such other professional and service organizations and associations which will benefit the District.

10. The District and Assistant Superintendent may, by mutual agreement expressed in writing, terminate this Agreement at any time. The party initiating termination by mutual agreement shall provide to the other party written notice of the request to terminate the Agreement at least 30 days before the proposed termination date.

The Board may, unilaterally and without cause, terminate this Agreement and the Assistant Superintendent's employment. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay the Assistant Superintendent's then current salary for the remainder of the Agreement or 12 months, whichever is less, consistent with Government Code sections 53260 and 53261. This provision shall not operate to divest the Assistant Superintendent or preclude him from receipt of any vested benefits he may otherwise be entitled to as a result of her tenure with the District. Upon termination of this Agreement pursuant to this paragraph, the Assistant Superintendent shall continue to receive the health benefits to which he was previously entitled, but not to exceed the

above 12-month period, or until the Assistant Superintendent finds other employment, whichever occurs first in accordance with Government Code section 53261.

The Board may terminate the Assistant Superintendent for material breach of this Agreement or for cause based on any of the grounds set forth in Education Code sections 44932 and 44939. In such event, and notwithstanding the procedural provisions of Education Code sections 44932 et seq., the Assistant Superintendent shall receive a statement of charges setting forth the basis for this termination and be provided an opportunity to respond to the Board in closed session. The Assistant Superintendent shall have the right, at her own expense, to have a representative of her choice at the conference with the Board. The conference with the Board shall be the Assistant Superintendent's exclusive right to any hearing otherwise required by law.

Notwithstanding any other provision of this Agreement or the policies and regulations of the Board, the Board may elect not to renew this Agreement and/or not to reemploy the Assistant Superintendent upon expiration of this Agreement pursuant to Education Code section 35031. In such event, the Board shall provide the Assistant Superintendent with 45 days' written notice in advance of the expiration of her term of employment. If such written notice is not provided, the Assistant Superintendent is deemed reemployed for an additional one-year term under the same terms and conditions as set forth in this Agreement. Assistant Superintendent shall provide the Board with written notice of the provisions of this Paragraph at least 90 calendar days in advance of the expiration of this Agreement. Assistant Superintendent's failure to provide such written notice shall constitute a material breach of this Agreement.

11. The Board agrees that it shall defend, hold harmless and indemnify Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Assistant Superintendent in her individual capacity, for any acts arising out of her employment, or in her official capacity as agent and employee of the District, except for civil, criminal or administrative actions initiated by the Board itself, provided that the incident arose while Assistant Superintendent was acting within the scope of her employment, and did not act or fail to act because of actual fraud, corruption or malice. Nothing herein shall be construed to prohibit the District from accepting the defense of any matter under reservation of rights as permitted by Government Code section 825. Assistant Superintendent agrees to reasonably cooperate in good faith in the defense of any claim or action. This paragraph shall not be construed to provide for the expenditure of funds for the criminal defense of Assistant Superintendent.



12. Regardless of the term of this Agreement, if the Agreement is terminated, any cash settlement that Assistant Superintendent may receive shall be fully reimbursed to the District if Assistant Superintendent is convicted of a crime involving an abuse of her office or position as required by Government Code section 53243.2. If the Assistant Superintendent is convicted of a crime involving abuse of the powers of her office, the following sums, if paid by the District on behalf of or to the Assistant Superintendent shall be fully reimbursed: (1) paid leave for the Assistant Superintendent pending an investigation (Section 53243); (2) funds for the legal defense of the Assistant Superintendent (Section 53243;1); or (3) any cash settlement related to the Assistant Superintendent’s termination (Section 53243.3)..

13. If any provision(s) of this Agreement is/are held to be contrary to law by a court of competent jurisdiction, such provision(s) shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision(s) of this Agreement shall continue in full force and effect.

14. This Agreement shall supersede and replace all prior agreements between the parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement this 15th day of July, 2021.

FOUNTAIN VALLEY SCHOOL DISTRICT  
BOARD OF TRUSTEES

\_\_\_\_\_  
Mark Johnson, Ed.D.  
Superintendent  
Secretary, Board of Trustees

\_\_\_\_\_  
Katherine Stopp, Ed.D.  
Assistant Superintendent, Educational Services

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo  
Ron Wenkart

By: \_\_\_\_\_  
Ron Wenkart



Fountain Valley School District  
Educational Services

MEMORANDUM

TO: Board of Trustees  
FROM: Jerry Gargus, Director, Educational Services  
SUBJECT: **APPROVAL OF CONTRACT RENEWAL WITH NEWSELA**  
DATE: June 7, 2021

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**Background:**

Newsela, Inc. is an educational technology company that has developed an online learning platform that provides supplemental content related to English Language Arts, Science, and Social Studies. Newsela's sources content from major news publications such as the New York Times, USA Today, the Washington Post, Scientific American, and The Economist, presenting students with grade level appropriate content pulled from the world's current events. In addition, the Newsela platform can easily adjust the complexity of text to ensure students have access to content that closely aligns with their reading level. Teachers can then create assignments or quizzes to provide students with opportunities to demonstrate their learning. Newsela has been utilized by FVSD middle schools for several years, and the use of the program was expanded to the upper elementary grades to support student learning in Spring 2020.

**Fiscal Impact:**

The total cost of Newsela's proposed 3-year licensing agreement is \$101,524.00 which includes licensing for all FVSD students in grades 3-8, as well as online support for teachers.

**Recommendation:**

It is recommended that the Board of Trustees approves the agreement with Newsela, Inc. for the 2021-22, 2022-23, and 2023-2024 school years for \$101,524.00.

# Customer Agreement

**Customer Agreement No.** Q-54465  
**Newsela Sales Rep:** Mark Harriman  
  
**Contact Email:** mark.harriman@newsela.com  
**Offer Date:** June 1, 2021  
**Expiration Date:** June 30, 2021

**Billing Information:**

Billing Frequency: Upfront in full  
Payment Terms: Net 30  
Billing Schedule: Upon license start date

**To:**

Jerry Gargus  
Fountain Valley Elementary School District  
10055 Slater Ave  
Fountain Valley, CA 92708-4712

Qty	Products/Services	List Price
1	Newsela	\$101,524.00
<b>Contract Grand Total</b>		<b>\$101,524.00</b>

The subscription for the Products/Services will commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Term"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the "Execution Date") or (c) the invoice date within the "Billing Information" section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term will not extend Newsela's obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.

**Terms of Use:** <https://newsela.com/pages/terms-of-use/>

**Privacy Policy:** <https://newsela.com/pages/privacy-policy/>

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to [salestax@newsela.com](mailto:salestax@newsela.com).

**Purchase Order Information**

If you need a Purchase Order, please fill out the following information.

- PO Required:
- PO Number:
- PO Amount:

**Billing Information**

Provide the billing service representative to whom the invoice should be addressed.

**Bill-To Name:** Jerry Gargus

**Bill-To Email:** [gargusj@fvsd.us](mailto:gargusj@fvsd.us)

By initialing here, I agree that the billing details stated above are current and accurate. \_\_\_\_\_

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature:	Date of Signature:
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**Appendix**

School	Products/Services	License Dates
ROBERT GISLER ELEMENTARY	Newsela ELA	07/01/21 - 06/30/24
OKA (ISOJIRO) ELEMENTARY	Newsela ELA	07/01/21 - 06/30/24
TAMURA (HISAMATSU) ELEMENTARY	Newsela ELA	07/01/21 - 06/30/24
FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT	Individual Virtual Add-On Session	07/01/21 - 06/30/24
COURREGES (ROCH) ELEMENTARY	Newsela ELA	07/01/21 - 06/30/24
COX (JAMES H.) ELEMENTARY	Newsela ELA	07/01/21 - 06/30/24
FULTON (HARRY C.) MIDDLE SCHOOL	Newsela ELA	07/01/21 - 06/30/24
MASUDA (KAZUO) MIDDLE SCHOOL	Newsela ELA	07/01/21 - 06/30/24
NEWLAND (WILLIAM T.) ELEMENTAR	Newsela ELA	07/01/21 - 06/30/24
PLAVAN (URBAIN H.) ELEMENTARY	Newsela ELA	07/01/21 - 06/30/24
TALBERT MIDDLE SCHOOL	Newsela ELA	07/01/21 - 06/30/24



Fountain Valley School District  
**BUSINESS SERVICES**

**M E M O R A N D U M**

**TO:** Board of Trustees  
**FROM:** Christine Fullerton, Assistant Superintendent, Business Services  
Diane Sharpe, Food Service Director  
**SUBJECT: AUTHORIZE THE USE OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT BID #2021-18 MILK AND DAIRY PRODUCTS FOR THE PURCHASE OF MILK, JUICE AND DAIRY PRODUCTS**  
**DATE:** June 25, 2021

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**Background:**

School district governing boards have the authority to “piggyback” on another public agency’s bid per Public Contract Code Section 20118 and 20652 when it is determined to be in the best interest of the district. The Anaheim Union High School District went out to bid for dairy products on May 13, 2021 and awarded Clearbrook Farms, Inc. the contract. The Anaheim Union High School District has offered piggy back options for this bid # 2021-18 for the 2021-2022 school year.

**Fiscal Impact:**

The use of the Anaheim Union High School District Dairy Bid (piggyback) allows the District to purchase milk and other dairy products at a much more competitive price than if the District were to go out to bid on its own.

**Recommendation:**

It is recommended that the Board authorizes the Superintendent, or his designee, to approve the Anaheim Union High School District Bid #2021-18 (piggyback) 2021-2022 for Milk, Juice and Dairy products.



June 24, 2021

Diane Sharpe  
Director of Nutrition Services  
Fountain Valley Unified School District

Dear Diane,

Thank you for agreeing to piggyback on the Anaheim Union High School District Bid # 2021-18- Milk and Dairy Products.

Clearbrook Farms will allow the Fountain Valley Unified School District to piggyback on Anaheim Union High School District Bid # 2021-18- Milk and Dairy Products.

Thank you for your business and we look forward to continuing a strong relationship based on excellent service and high-quality products!

Sincerely,

A handwritten signature in blue ink, appearing to read "Wayne Prins", is written in a cursive style.

Wayne Prins

President

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# UNLIMITED YOU



## ANAHEIM UNION HIGH SCHOOL DISTRICT

1000 W. COLLETON AVE. - ANAHEIM, CA 92816

### PURCHASING AND CENTRAL SERVICES

June 24, 2021

Clearbrook Farms, Inc.  
Wayne Prins, Vice President  
7011 Stewart & Gray Rd.  
Downey, CA 90241  
By e-mail to waynep@clearbrookfarms.net

RE: ANAHEIM UNION HIGH SCHOOL DISTRICT'S MILK AND DAIRY PRODUCTS, BID NO. 2021-18

Dear Mr. Prin,

The Anaheim Union High School District Board of Trustees has awarded Bid 2021-18, Milk and Dairy Products to Clearbrook Farms, Inc. with exception to items 13 and 14.

The award will commence as of July 1, 2021, through June 30, 2022, to provide all items and services per Clearbrook Farms, Inc.'s bid response. The bid will be renewable annually for up to two additional years by written consent from the District's director of purchasing and central services.

The District's Food and Service division will be ordering products and contact should be made with Mr. Orlando Griego at 714/999-3650 to establish clear and concise understanding of order and delivery instructions.

I have also included all the documentation that you may use to provide if another district were to utilize the piggyback provision of this bid. If you should have any questions, please contact me at 714/999-3602. Thank you and congratulations.

Sincerely,

Brad Minami  
Director of Purchasing and Central Services

Cc: Orlando Griego, Director, Food Services  
Mona Hernandez, Buyer

## Responses

Success: All data is valid!

Status	#	Description	Quantity		Unit Price	Case Pack	Brand / Code No.	Manufacture / Code	Flavor / Code (if applicable)	Total Cost
			Required - All Quantities are	Unit Measure						
Success: All values provided	#0-1	Milk, UHT, Grade A milk, aseptic, shelf stable, chocolate flavored, fat free. Packed 27/8 fl. Oz/case. Moo Mates 7894 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	1100	Per 8 Oz Price	\$ 0.40	27	Moo Mates / 7894	Moo mates / 7894	Choc / 7894	\$ 440.00
Success: All values provided	#0-2	Milk, UHT, Grade A milk, aseptic, shelf stable, white, 1% butter fat. Packed 27/8 fl. Oz/case. Gossner 7893 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	1800	Per 8 Oz Price	\$ 0.40	27	Gossner / 7893	Gossner / 7893	1% / 7893	\$ 720.00
Success: All values provided	#0-3	Dairy, cottage cheese, low fat, small curd. Ecco pack. Packed 2/5lb/case. Rockview 0279 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	50	Per 5lb Price	\$ 8.50	2	Rockview Farms / 0279	Rockview Farms / 0279	Cottage Cheese / 0279	\$ 425.00
Success: All values provided	#0-4	Dairy, cream cheese, Grade A. 1 oz pre-portioned cup. Packed 100/1 oz/case. Smithfield 3811 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	1000	Per 3lb Price	\$ 17.25	100	Smithfield / 3811	Alouette / 3811	Plain / 3811	\$ 17,250.00
Success: All values provided	#0-5	Dairy, sour cream (cultured), must be made of Grade A cream. Approximately 5 lbs/carton. Rockview 0291 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	10	Per 5lb Price	\$ 7.00	1	Rockview Farms / 0291	Rockview Farms / 0291	Sour Cream / 0291	\$ 70.00
Success: All values provided	#0-6	Dairy, juice, apple, 100% fruit juice from concentrate. Ecco pack. Packed 105/4 fl oz/case. (35/package, 3 package/case) Rockview 0368 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	900000	Per 4 Oz Price	\$ 0.13	105	Rockview Farms / 0368	Rockview Farms / 0368	Apple / 0368	\$ 117,000.00
Success: All values provided	#0-7	Dairy, juice, orange, pasteurized. 100% orange juice from concentrate. Ecco Pack. Packed 105/4 fl Oz/case (35/package, 3 packages/case) Rockview 0361 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	700000	Per 4 Oz Price	\$ 0.14	105	Rockview Farms / 0361	Rockview Farms / 0361	Orange / 0361	\$ 98,000.00



Success: All values provided	#0-8	Dairy, wild berry juice, 100% fruit juice from concentrate. Ecco Pack. Packed 105/4 fl oz/case (35/package, 3 packages/case) Rockview 0366 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	720000	Per 4 Oz Price	\$ 0.13	105	Rockview Farms / 0366	Rockview Farms / 0366	Very Berry / 0366	\$ 93,600.00
Success: All values provided	#0-9	Dairy, milk, low fat, 1% butterfat, white, 1/2 gallon. Rockview 0160 or equal. Must have expiration date. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	150000	Per 1/2 gal Price	\$ 2.00	12	Rockview Farms / 0160	Rockview Farms / 0160	1% / 0160	\$ 30,000.00
Success: All values provided	#0-10	Dairy, milk, low fat, 1% butterfat, white. Packed 35/8 fl oz/flat. Rockview 0138 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	1500000	Per 8 Oz Price	\$ 0.21	70	Rockview Farms / 0138	Rockview Farms / 0138	Lowfat / 0138	\$ 315,000.00
Success: All values provided	#0-11	Dairy, milk, nonfat, chocolate flavored. Approximately 22 grams total sugar per 8 oz serving. Sweetened with natural sugar preferred. Packed 35/8 fl oz/flat. Rockview 0150 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	1500000	Per 8 Oz Price	\$ 0.20	70	Rockview Farms / 0150	Rockview Farms / 0150	FF Choc / 0150	\$ 300,000.00
Success: All values provided	#0-12	Dairy, milk, nonfat, white, Packed 35/8 fl oz/flat. Rockview 0134 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	1500000	Per 8 Oz Price	\$ 0.20	70	Rockview Farms / 0134	Rockview Farms / 0134	Nonfatwhite, / 0134	\$ 300,000.00
Success: All values provided	#0-13	Dairy, milk, pouch, low fat, 1% butterfat, white, packed 72/8oz pouches per crate. Hollandia 2453 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	<del>1000000</del>	<del>Per 8 Oz Price</del>	<del>\$ 0.00</del>	<del>no bid</del>	<del>no bid</del>	<del>no bid</del>	<del>no bid</del>	<del>\$ 0.00</del>
Success: All values provided	#0-14	Dairy, milk, pouch, nonfat, chocolate flavored. Approximately 22 grams total sugar per 8 oz serving. Sweetened with natural sugar preferred, packed 72/8oz pouches per crate. Hollandia 2450 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	<del>400000</del>	<del>Per 8 Oz Price</del>	<del>\$ 0.00</del>	<del>no bid</del>	<del>no bid</del>	<del>no bid</del>	<del>no bid</del>	<del>\$ 0.00</del>
Success: All values provided	#0-15	Dairy, milk, 1% butterfat, gallon. Rockview 0136 or equal. Must have expiration date. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	1000	Per gallon Price	\$ 3.75	6	Rockview Farms / 0136	Rockview Farms / 0136	1% / 0136	\$ 3,750.00

Success: All values provided	#0-16	Dairy, soymilk. Approximately 8 fl oz. Packed 12/8 fl oz/case. Flavored and unflavored. Bidder to list flavors available. All flavors to be the same price. Nutrient requirements per one cup (8 fl oz) must meet the minimum amounts listed below: Calcium 276mg, Protein 8g, Vitamin A 500 IU, Vitamin D 100 IU, Magnesium 24 mg, Phosphorus 222 mg, Potassium 349 mg, Riboflavin 0.44 mg, Vitamin B-12 1.1 mcg, Pearl Organic 06183 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	1000	Unit size (fl oz)	\$ 0.77	24	Pearl Organic / 4146	Kikkoman /4146	Original / 4146	\$ 770.00
Success: All values provided	#0-17	Dairy, yogurt, low fat, flavored, 8 oz cartons. Vendor to indicate flavors available. All flavors to be the same price. Each container must be dated for pull. Yami Strawberry #7230, Yami Peach #7235, Yami Strawberry Banana #7276 or equal. No more than 30 grams total sugar per 8 oz. serving. One 8 oz serving to provide 2 oz meat/meat alternate for the Child Nutrition Meal Pattern Requirements. Must have expiration date. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	200000	Per 8 Oz Price	\$ 0.60	24	Yami 7230/7235/7238	Auburn 7230/7235/7238/7276	Strawberry, Peach, Vanilla, Straw/banana	\$ 120,000.00
Success: All values provided	#0-18	Dairy, yogurt, low fat, flavored, 4 oz cup. Vendor to indicate flavors available. All flavors to be the same price. Each container must be dated for pull. Packed 48/4 oz cups/case. Yoplait Trix Raspberry Rainbow 17725000, Yoplait Trix Triple Cherry 31077000, Yoplait Trix Strawberry Banana Bash 17726000 or equal. No more than 15g sugar per 4oz. Must have expiration date. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	105000	Per 4 Oz Price	\$ 0.30	48	Trix 3150/3151/3152	Yoplait 3150/3151/3552	Straw/banana, Cherry, Raspberry	\$ 31,500.00
Success: All values provided	#0-19	Dairy, yogurt, low fat, flavored, Pail. Vendor to indicate flavors available. All flavors to be the same price. Each container must be dated for pull. Packed 32 lbs/pail. No more than 23g sugar per 6oz. Must have expiration date. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	300	Per Pail Price	\$ 30.50	1	Rockview Farms / 0257,0259	Rockview Farms / 0257, 0259	Vanilla, Strawberry	\$ 9,150.00
Success: All values provided	#0-20	Egg, fresh, large. Packed 15/dozen/case. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	50	Per case Price	\$ 26.50	1	Hickman/ 0921	Hickman / 0921	Egg / 0921	\$ 1,325.00

ANAHEIM UNION HIGH SCHOOL DISTRICT  
**ADDENDUM 1**

**MILK AND DAIRY PRODUCTS  
BID 2021-18  
5/10/21**

The following information comprise Addendum No. 1 to the subject bid and are made a part of that solicitation.

1. *Change* due date of the bid in the entire bid packet where applicable from 11 A.M. P.S.T. on May 13, 2021

**To: 11 A.M. P.S.T. on May 17, 2021**

2. *Replace*, Bid Table, "BID FORM 2021-18 MILK AND DAIRY PRODUCTS (BT-58ES)"

**With: "ADDENDUM 1 BID FORM 2021-18 MILK AND DAIRY PRODUCTS (BT-34BN)"**

3. All other provisions of the bid remain unchanged.

**BELOW, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND SUBMIT IT WITH YOUR BID.**

Name:

Wayne Prins

Signature:

Wayne Prins

Firm Name:

Clearbrook Farms Inc.

Address:

Stewart & Gray rd.

Downey CA 90241

Telephone #:

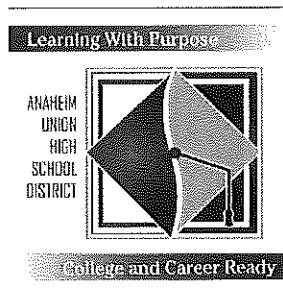
562-806-8011

Fax #:

562-806-4611

(END OF ADDENDUM 1)

# ANAHEIM UNION HIGH SCHOOL DISTRICT



**BID# 2021-18**

**MILK AND DAIRY PRODUCTS**

**PROPOSAL DEADLINE DATE**

**MAY 13, 2021 BY 11:00 A.M. P.S.T.**

**SUBMIT BIDS ONLINE:**

**<https://auhsd.bonfirehub.com/opportunities/42555>**

Contact:

Mona Hernandez, Buyer  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
501 Crescent Way, Purchasing Dept., Rm. 306  
Anaheim, California 92801  
Phone: 714/999-3602  
Fax: 714/991-0150

ANAHEIM UNION HIGH SCHOOL DISTRICT  
501 CRESCENT WAY  
ANAHEIM, CALIFORNIA 92801

L E G A L   N O T I C E

NOTICE TO BIDDERS

In accordance with Public Contract Code 20111, NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Anaheim Union High School District (AUHSD), County of Orange, State of California, will receive sealed bids up to but no later than **11 A.M.**

**P.S.T. on MAY 13, 2021.** The bid must be submitted and received online through the AUHSD Online Bonfire Bidding Hub:

**<https://auhsd.bonfirehub.com/opportunities/42555>**

**Bid#2021-18 – Milk and Dairy Products**

Copies of bid proposals may be secured from the link included. For assistance, please contact Mona Hernandez, Buyer at [hernandez\\_m@auhsd.us](mailto:hernandez_m@auhsd.us) or by phone at 714/999-3601.

The Governing Board of Trustees of the Anaheim Union High School District reserves the right to reject any and all bids received in whole or part, to waive any irregularities in the bids or bidding, and to be the sole judges of suitability of products offered

Anaheim Union High School District

Brad Minami  
Director, Purchasing and Central Services

Publish: April 23 and 30, 2021

ANAHEIM UNION HIGH SCHOOL DISTRICT  
BID NO. 2021-18 - MILK AND DAIRY PRODUCTS  
INSTRUCTIONS FOR BIDDERS

1. PREPARATION OF BID FORM: The Anaheim Union High School District, hereinafter referred to as District, invites bids on the forms enclosed to be submitted no later than **11:00 A.M. P.S.T., MAY 13, 2021**. All blanks on the BID FORM must be appropriately filled in. Each bid must be submitted online at AUHSD Online Bidding Hub: <https://auhsd.bonfirehub.com/opportunities/42555> by the closing date and time. It is the sole responsibility of the bidder to ensure that their bid is received at the location specified in Item 2 below, no later than the time and date specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened
2. BID SUBMISSION ADDRESS: Bids shall be submitted to the Purchasing Department of the District online only. **NO BIDS SHALL BE RECEIVE HAND DELIVERED.**

TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE ONLINE BIDDING SYSTEM BY THE TIME AND DATE OF CLOSING. DISTRICT WILL NOT BE RESPONSIBLE FOR BIDS THAT ARE NOT SUBMITTED ONLINE AT THE CLOSING DATE AND TIME. FAXED BIDS, E-MAILED BIDS AND BIDS RECEIVED IN THE PURCHASING DEPARTMENT AFTER DATE AND TIME INDICATED HEREIN WILL NOT BE ACCEPTED.

3. SIGNATURE: All bids 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 the bid. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid.
4. MODIFICATIONS: Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which are not specifically called for in the bid documents may result in District's rejection of the bid as not being responsive to this invitation to bid. Oral, telephone, telegraphic, or facsimile bids or modifications will not be considered.
5. ERASURES: The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the bid.
6. WITHDRAWAL OF BID: Any bidder may withdraw his bid personally or by written request, to the Director of Purchasing and Central Services, at any time prior to the scheduled closing time for receipt of bids. Any request for withdrawal received after the hour set for the opening of the bids will not be honored.
7. INTERPRETATION OF BID DOCUMENTS: Bidders who find discrepancies in or omissions from the bid documents, may submit a written request for clarification or correction thereof within the AUHSD Online Bidding Hub. These requests must be submitted no later than **MAY 6, 2021 12:00 P.M., P.S.T.** A copy of all requests for clarification and the response

thereto will be provided to all bidders. Corrections will be made by addenda issued to each bidder. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid automatically.

8. AWARD OF A CONTRACT: The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended.

It is the District's intent to award the contract as a whole as specified on the Bid Form. Please submit prices on each item in a Section or the entire Section may be subject to rejection. Cash discounts offered shall be considered in determining low bid in accordance with DISCOUNTS section of these Instructions for Bidders. In the event of equal bids, the award shall be made to the bidder located within the State of California, the County of Orange, and with whom the Purchasing Department of the District has had satisfactory business relationships, in the order named. All bids shall remain open and valid and subject to acceptance for ninety (90) days after the bid opening date.

9. PRICES: Bid each item separately. Prices must be stated in units specified or trade standard. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Quote prices net including trade discounts, F.O.B. DESTINATION, FRT. PREPAID AND ALLOWED. Cash discounts, when offered, will be computed from final date of accepted delivery or receipt of invoice, whichever is later.
10. PRICE INCREASE: Pricing shall remain firm for a year from the award of the bid before any price increase is permitted. The successful bidder(s) shall submit to the District, a written notice, of any price changes. The District must have sixty (60) calendar days prior written notice of any price change. A written justification from the supplier and manufacturer must accompany the sixty (60) calendar days notice to the District (See Price Adjustment section of the General Conditions).  
In the event of the price increase, the District reserves the right to cancel such items from the Bid. Failure to meet these requirements set forth may be cause for DEFAULT under the TERMINATION FOR DEFAULT clause of this bid.
11. DISCONTINUED ITEM: The successful bidder(s) shall submit to the District a written notice, when any item has been discontinued. The District must have sixty (60) calendar days prior written notice of any price change. A written justification from the supplier and manufacturer must accompany the sixty (60) calendar days notice to the District. In the event of an item being discontinued, the District reserves the right to cancel such items from the Bid. Failure to meet these requirements set forth may be cause for DEFAULT under the TERMINATION OF DEFAULT clause of this bid.

A. The successful bidder fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the items(s) provided fail to perform satisfactorily;

OR

B. The successful bidder fails to perform any of the other provisions of the bid or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in writing) after receipt of notice from the Anaheim Union High School District specifying such failure.

In the event the District terminates the contract, in whole or in part, the District may acquire equipment, similar to those so terminated from another source, and the successful bidder shall be liable for any excess costs of acquisitions of such similar supplies.

22. SUPPLIER NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out the terms and conditions of the contract, the successful bidder is an independent contractor and not an officer, employee, or agent of the District.
23. EVIDENCE OF RESPONSIBILITY: The bidder must complete the Information Required of Bidders and include with all of his submittals. Failure to do so will be sufficient cause for default and the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.
24. ANTI-DISCRIMINATION: It is the policy of the Anaheim Union High School District that in connection with all services performed for the District, 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, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, the California Fair Employment Practice Act beginning with Labor Code Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.
25. INSPECTION AND ACCEPTANCE: All items provided under the contract shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing and labeling. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the successful bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.
26. INSPECTION OF BIDDER'S FACILITY: The District reserves the right to inspect the facilities of the bidder prior to award of the contract and if representatives of the District



determine after such inspection that the bidder is not capable of performing satisfactorily to the District, his bid will be ruled nonresponsive. Additionally, the District reserves the right to inspect the successful bidder's facility during the contract period.

27. INDEMNIFICATION: Bidder agrees to defend, indemnify, save, and hold harmless the District and any of their governing bodies, the individuals, thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys' fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the Bidder's performance or failure to perform services under this Bid, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of the District, pertaining to this bid. Bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage, or loss to the District. The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District.
28. PERMITS AND LICENSES: The Contractor 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 items herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the DEFAULT provision of the bid.
29. DISCOUNTS: Cash discounts shall be considered in determining low bid if the discount offered is for a 30 day payment period or more. Cash discounts for less than 30 days shall not be considered in determining low bid.
30. CAL-OSHA: Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Codes.
31. EMPLOYEE BACKGROUND CHECKS: At the time of contract award and during the entire term of the contract, the successful bidder, including all subcontractors, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder. Attached is the District's standard Fingerprint Certification form that must be completed prior to commencement of any work.

If the successful bidder refuses or fails to comply with this section, such refusal or failure shall be considered sufficient cause for termination of the contract, in whole or in part, under the TERMINATION FOR DEFAULT clause of the contract.

32. DRUG AND ALCOHOL FREE WORKPLACE: The successful bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract the

successful bidder will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Anaheim Union High School Board of Education's Policy (BP 6317.20). Therefore, the work site shall be kept drug and alcohol free at all times.

33. TOBACCO-FREE WORKPLACE: The successful bidder hereby agrees, under the contract, he will comply with the Anaheim Union High School Board of Education's Policy (BP 6317.15) which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second hand smoke and desires to provide a healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

34. BID DOCUMENTS: The complete bid includes the following documents:

- Notice Calling For Bids
- Instructions For Bidders
- General Conditions
- District Maps
- Fingerprint Requirements and Certification
- Submission Instructions for Suppliers
- **Information Required of Bidders**
- **Suspension and Debarment Certification**
- **Certification Regarding Lobbying**
- **Iran Contracting Act**
- **Buy America Waiver Exception List**
- **Noncollusion Declaration (Notary not required)**
- **Bid Form**
- **Copy of Bidder's HACCP Program**

**\*BOLDED ITEMS MUST BE COMPLETED AND RETURNED WITH THE SEALED BID SUBMITTAL.**

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint him/herself with the terms and conditions affecting the performance of the contract. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.

ANAHEIM UNIOIN HIGH SCHOOL DISTRICT  
BID NO. 2021-18 – MILK AND DAIRY PRODUCTS  
GENERAL CONDITIONS

1. Scope Of Work

The Anaheim Union High School District (AUHSD) Food Service serves approximately 41,000 meals per day following two school district calendars.

This bid is for the purchase of milk, dairy, juice and related products to approximately forty (40) AUHSD sites (See maps attached). The contract will be for a period of one (1) year with the option to renew for two (2) additional one (1) year terms. All prices shall be F.O.B. Destination, Freight Prepaid and Allowed to each individual site.

All drivers of vehicles performing under this contract shall be required to be fully licensed and insured as required by the State of California laws.

2. Interpretation of Documentation

The intention of the bid documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the work. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these contract documents within the limits specified.

Specifications are intended to delineate and describe the work and its component parts to such a degree as will enable skilled and competent bidders to intelligently bid upon the work, and to carry said work to a successful conclusion.

The naming of any material and/or equipment, shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefore, as per best practices of the trade(s) involved, unless specifically noted otherwise.

3. Assignment of the Contract

The bidder 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 contract bond, if any, and the District.

4. Length of a Contract

After the initial one (1) year period, the District reserves the right and option to renew the contract annually, for additional one (1) year terms for a maximum total of three

(3) years, under the same price, terms and conditions, subject only to the successful bidder's published price increase as set forth herein.

5. Contract Cancellation

All Terms and Conditions including pricing are firm for the duration of this contract. This agreement may be cancelled by the District upon thirty (30) days written notification of intention to cancel the agreement.

Upon notification, the District has the right to order at the price, term, and conditions in effect at any time prior to the effective date of the cancellation of the agreement and required delivery of the items so ordered.

6. Price Adjustment:

Contract prices awarded as a result of this bid shall remain firm for the initial first year of the contract period. However increases in the cost of raw product or third party products may be passed through to the District. Contractor is responsible for providing written evidence of change in product costs for raw milk products in the form of notification to the contractor of changes in the Class I raw product costs as approved by the Bureau of Milk Market Enforcement, State Department of Food and Agriculture. For third party products, a letter from the manufacturer/processor and accompanying invoice to the distributor showing the change will be evidence of the change. Other evidence is not acceptable. When the price change of Class I products is effective on other than the first day of the month, the price adjustment will be effective on the first day of the following month.

In the event the price should decline or the successful bidder sell the materials or goods under similar quantity and delivery conditions to the State of California, or any County, Municipality or Legal District of the State of California at prices below those specified herein, such lower prices are to be immediately extended to Anaheim Union High School District.

7. Equipment And Labor

The successful bidder shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the items required herein described.

8. Vehicle Safety

The successful bidder's representatives driving vehicles on District grounds shall use extreme caution at all times. It shall be the responsibility of the successful bidder to

ascertain from the District, the rules and regulation pertaining to safe driving on school grounds, particularly when students and children are present.

Drivers entering school premises when school is not in session shall lock any gate or door to which they have access, both when entering and/or leaving the grounds. Any unusual condition noted by the drivers, such as gates or doors found unlocked or open, or evidence of vandalism, should be reported to the Anaheim Union High School District immediately.

The successful bidder shall be fully responsible for any damage to school property, buildings, structures, or grounds as a result of his operations. Should the successful bidder fail to make these repairs within five (5) calendar days and to the satisfaction of the District, the District shall have the corrections made and charge the successful bidder or make necessary set-offs by diminution of payments due the successful bidder.

Trucks used under this contract must qualify in each minute detail under the laws of the State of California, the rules and regulations of the Highway Patrol, and other applicable ordinances. All milk and dairy products must be delivered in clean refrigerated trucks.

#### 9. Flavors

Bidders are to provide all flavors available at time of the bid. New flavors that become available during the contract term must be approved by the Director of Food Services prior to being offered to the sites. Failure to obtain prior approval will result in non-payment for unapproved items.

#### 10. Orders and Deliveries

The site's Cafeteria Manager shall place orders at least one (1) day prior to delivery, by 2:00 p.m. (i.e.--Cafeteria Manager orders Monday by 2:00 for delivery Tuesday morning). Monday's orders shall be placed by the Cafeteria Manager on Friday, the week prior, by 2:00 p.m. Any changes to orders shall be allowed up to 2:00 p.m. for those orders placed prior.

Deliveries to school sites shall be between 6:00 a.m. and 10:00 a.m., or by mutual written agreement by site(s). The successful bidder is to make daily deliveries available to all locations serviced. The bidder is required to ensure deliveries are made in adequate time for meal preparation.

Drivers will be required to place products as specified by the Manager and will remove empty cases during the same period as the delivery of fresh product.

The drivers will also be easily identifiable with a professional uniform and will carry a company issued identification badge while on any schools campus.

Each driver will also be fingerprinted per the requirements set forth in the Criminal Background Check form. There will never be a driver or representative on any school site prior to the completion of the requirements as set forth in the Criminal Background Check form.

The District requires deliveries approximately two to four (2 – 4) times a week, or as required to all forty four (44) sites including the District's Central Kitchen.

The successful vendor will guarantee that each site's delivery will be made in sufficient time to ensure the availability of milk and juice items required for service at the first meal period of the day at that site. The District will invoice the vendor for any reimbursements lost as a result of not being able to claim meals that do not meet federal meal pattern requirements due to missing dairy components from late deliveries.

All items delivered must be in a condition acceptable to the District. Any damaged items, will be rejected and returned at successful bidder's expense. The contractor will replace all damaged, partial or leaking packages at no cost to the District. Furthermore, an excessive amount of leaking packages will be cause for terminating service.

All products must be received in a chilled state (between 32° and 40° Fahrenheit). Code date on all products is not to be less than seven (7) days.

The District reserves the right to make additions to, or deletions from the list of sites to be served at any time during the period of the contract, and to revise as necessary the delivery time.

The delivery of items on a scheduled basis is critical to meet the needs and requirements of the District's students in the National School Breakfast Programs. Failure to deliver or continued poor service will result in a cancellation of the contract under the default provision of this bid.

#### 11. Order Guide

The District's Central Kitchen provides an Order Guide to each school site's Cafeteria Manager, which includes all products that are allowed to be purchased. If ANY changes are to be made to the products being offered, the District's Assistant Director of Food Services, must review and approve the changes prior to any orders being accept and fulfilled. Failure to do so could result in a breach of contract for nonperformance.

The District currently uses Titan School Solution for its Point of Service system and wants to place and receive orders though this system. The successful bidder will work with Titan and the District to integrate its ordering systems to accomplish this.

#### 12. Performance of Successful Bidder

The District's central kitchen will monitor the performance of the successful bidder by complaints from the sites.

Typical complaints include, but are not limited to:

- failure to deliver complete order
- failure to deliver part of order
- made unauthorized substitutions
- late delivery
- delivered items to wrong site
- delivered poor quality product (i.e.-rotten, foreign object, bruised, etc)

If the successful bidder fails to make deliveries to a school or if delivery is so late that meals are served without milk or juice as specified on the menu, or if order is short so some students do not receive a complete meal as specified on the menu for two (2) times total throughout the term of the contract, then the successful bidder may be considered by the District to be in breach of contract, under the default provision of the bid, and deemed nonresponsible.

If the District's central kitchen receives complaints, other than a failure to deliver, for a total of three (3) times, then the successful bidder may be considered by the District to be in breach of contract, under the default provision of the bid, and deemed nonresponsible.

If the successful bidder is deemed nonresponsible, he may be disbarred from doing business with the District for up to five (5) years.

### 13. Invoices

Invoices shall be submitted in triplicate to the District's Food Service Facility located at 501 Crescent Way, Anaheim, CA, 92803 as follows: Two (2) copies of the invoice shall be furnished at the time of delivery with the name of the District and school, stated clearly and legibly, which will act as a delivery slip. An authorized District representative that received the items must sign the invoice.

14.1 The successful bidder shall retain the third copy of the invoice

14.2 All invoices and statements shall read: "Cafeteria Account of the Anaheim Union High School District", and include the specific site to which the delivery is made.

The invoice shall contain the following as a minimum: purchase order number, an item number and description, quantity, unit of measure, unit price and extended totals. Failure to provide the information above may result in delay of payment. Statements must be to the AUHSD Food Services Office no later than the tenth working day of the month following delivery.

#### 14. Nutritional Information

All items bid must meet the nutritional requirements of USDA Child Nutrition Program.

Manufacturers, distributors, and importers are expected to comply and remain current with legal requirements for food labeling, including Nutrition Facts, by Food and Drug Administration (FDA) and are responsible for assuring validity of a product label's stated nutrient values. The successful bidder will therefore be required to provide product specification sheet, Product Formulation Statement (PFS) with accurate nutrient information and/or (Child Nutrition) CN label. The nutritional information must be certified by the Districts Food Service Director to be true and correct

#### 15. Accuracy of Net Content Labeling

The District may have a state weights and measures representative or an independent testing laboratory conduct tests on the net contents of dairy, juice, and other products purchased for use in the Child Nutrition Program. If the test results indicate that the product(s) tested failed to either contract or label specifications, the District reserves the right to seek any, but not limited to the following remedies:

- 16.1 The cost of testing shall be charged to the successful bidder.
- 16.2 Cash restitution or in-kind replacement, at the District's discretion for the entire lot that failed.
- 16.3 Payment for the value of all meals that the District served which failed to contain the required components of a reimbursable meal because the supplier provided short-weighted products.
- 16.4 Timeframes for providing restitution to the District
- 16.5 Products failing to contain required quantities will constitute a breach of contract and may result in contract termination for cause and that all costs resulting from termination for cause must be borne by the successful bidder.

#### 16. Detection for Metal

All products must be examined for the presence of metal by a detection device approved by the Food Safety and Inspection Service (FSIS). The metal detector must be capable of detecting metallic contaminants including, but not limited to, stainless steel shavings, pieces of metal from processing equipment, metal fragments from cutting knives, metal staples, and packing fasteners. The metal detection system used



must have the sensitivity to detect a 1.5 mm, 440 stainless steel test standard before final packaging and a 3 mm, 440 stainless steel test standard after final packaging.

The District reserves the right to request documentation from the successful bidder at any point during the contract period to ensure the requirement is being met

#### 17. Buy American Provision

Federal regulations require that to the maximum extent possible, only domestic products be purchased for use in the National School Lunch Program. This requirement shall be strictly adhered to.

Any bidder intending to provide products produced or grown in a foreign country, must include such information on their bid submission. Failure to include such information with the bid may result in product rejection at successful bidder's expense.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires that schools and institutions participating in the School Nutrition Programs in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for the use in meals served under the programs.

The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States as defined in 7 CFR 210.21(d). Substantially means over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural components that are comprised of over 51% domestically grown items, by weight or volume.

For products procured by the District for use in the Child Nutrition Program using nonprofit food service account funds, the product's food component is considered the agricultural commodity. Food component is defined as one of the food groups which comprises reimbursable meals. The food components are: meats/meat alternates, grains, vegetables, fruits, and fluid milk. Please refer to USDA 7 CFR 210.2 for full definitions.

Limited exceptions to the Buy American provision. There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the "domestic" standard as described above (i.e., "non-domestic") in circumstances when use of domestic foods is truly not practicable. These exceptions, as determined by the District, are:

- (1) The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- (2) Competitive RFB's reveal the costs of the domestic commodity or product are significantly higher than the nondomestic commodity or product.

Documentation of non-domestic food exceptions To be considered for an alternative or exception, the request must be submitted in writing with the RFB submission (see Exhibit A for suggested format). This request must include:

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

Further information regarding exceptions and the Buy American memo, SP 38-2017, can be found at: <https://www.fns.usda.gov/school-meals/compliance-enforcement-buy-american>.

To ensure compliance with the Buy American provision, the District requires that bidders submit a certification of domestic origin for all the components of the products submitted with their bid. And if available, bidder to submit a copy of the case label that identifies the state and the country of origin.

The District may deem a bid as "unresponsive" and ineligible for contract award if certification and/or case label are not included with their bid. Furthermore, should the bidder be awarded a contract, contractor will be required to identify the country of origin for each item listed on the contractor's packing list/bill of lading and on contractor's invoice. Noncompliance with the terms and conditions of the contract award and with the Buy American provision may result in contract cancellation

#### 18. Choose California Produce Act

In compliance with Chapter 7 Part 1 of Division 21 of the Food and Agricultural Code, where price, fitness, and quality being equal, the District will give preference

to supplies and produce - that is grown, manufactured or produced in the state of California.

The District requires all bidders to provide information of where the supplies and produce is grown, manufactured or produced for each item submitted on the RFP. The District may deem a RFP as "unresponsive" and ineligible for contract award for failure to include this information with their RFP.

Information on Assembly Bill No. 822 regarding Choose California Produce Act can be found at: [http://Aeginfo.legislature.ca.gov/faces/billTextClient.xlitml?](http://Aeginfo.legislature.ca.gov/faces/billTextClient.xlitml?bill_id=201720180)  
bill\_id=201720180 AB 822

19. FDA Food Safety Modernization Act (FsmA) Final Rule For Preventative Controls For Human Food

The owner, operator, or agent in charge of a food facility that is required to register with FDA under section 415 of the FD&C Act, shall evaluate the hazards that could affect food manufactured, processed, packed, or held by such facility, identify and implement preventive controls to significantly minimize or prevent the occurrence of such hazards and provide assurances that such food is not adulterated or misbranded, monitor the performance of those controls, and maintain records of this monitoring as a matter of routine practice

For information regarding (FSMA) Final Rule for Preventive Controls for Human Food visit: <http://www.fda.gov/Food/GuidanceRegulation/FSMA>

20. Certificate Regarding Suspension and Debarment

Additional State and Federal mandates require the filing of a "Suspension and Debarment Certification U.S. Department of Agriculture" Please return the enclosed copy with your Bid. Should the successful vendor be suspended or debarred from doing business with the District notification will be mailed by certified mail within ten (10) days of suspension.

21. Certification Regarding Lobbying

Additional State and Federal mandates require the filing of a "Suspension and Debarment Certification U.S. Department of Agriculture" Please return the enclosed copy with your Bid.

22. Additional Conditions

23.1. PRODUCT SPECIFICATION SHEET, PRODUCT FORMULATION STATEMENT, NUTRITION FACT SHEET, C/N LABEL (IF APPLICABLE), AND INGREDIENT STATEMENT MUST BE PROVIDED

AS PART OF THE BID FOR EACH ITEM. FAILURE TO DO SO MAY RESULT IN THE DISQUALIFICATION OF THE BID.

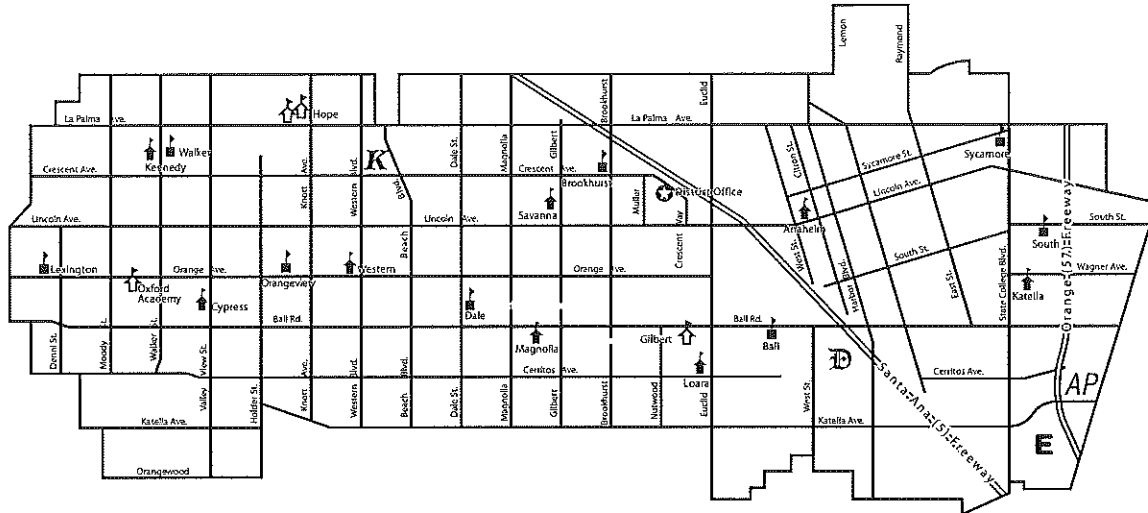
- 23.2. The Nutrition Analysis based on portion size must include: total calories, protein in grams (gms), carbohydrates (gms), total fat (gms), saturate fat (gms), trans fat (gms), dietary fiber (gms), vitamin A (IU), vitamin C (mg), sodium (mg), calcium (mg), and iron (mg).
- 23.3. **All processed foods must not contain artificial trans-fat. A food item contains artificial trans-fat if it contains vegetable shortening, margarine, or any kind of hydrogenated or partially hydrogenated vegetable oil.**
- 23.4. Contractors/Bidders shall certify that all process foods have not been deep fried, par fried, or flash fried in a non-permitted oil or fat as part of the manufacturing process. Prohibited oils and fats include, but are not limited to, palm, coconut, palm kernel, lard or those typically solid at room temperature and are known to negatively impact cardiovascular health.
- 23.5. The Food Services Department encourages manufactures to minimize all artificial colors and flavors from food products. The Food Services Department also encourages manufactures to develop foods that are low in sodium content. The goal is to reduce the overall sodium levels in school meals incrementally by approximately 40% of sodium content. The goal for sodium level for a school lunch will be approximately 650mg. per meal by the year 2020. This will require a significant decrease in sodium content of entrée items menued in school lunch.
- 23.6. Manufactures are also encouraged to provide a product with the lowest possible fat and sodium content while still providing a product with good flavor and texture. It is anticipated that some products may not be incorporated into student lunch menus if the menu exceeds values for recommended fat and sodium content.

24. Force Majeure

Neither party will be liable for damages for any delay in performance or nonperformance caused by acts of God such as, but not limited to, earthquakes, severe weather conditions such as tornados, floods, hurricanes, or other natural disasters, war, riots, terrorism, civil commotions, acts of public enemy, acts of civil or military authority, fire, explosion, epidemics or pandemics, or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency, or any other similar causes beyond the reasonable control of the party obligated to perform under this Agreement. Performance by that party for a period equal to the period of that delay in performance or nonperformance is excused, provided the party seeking the excuse gives written notice detailing the force majeure event and its good faith efforts to perform the Agreement. In addition, either party may terminate this Agreement if the delay in performance or non-performance exceeds sixty (60) calendar days.

# Anaheim Union High School District

# District Map



Nutrition Svcs. - Revised 05/2015)

## Anaheim Union High School District

### District Food Center

501 Crescent Way†  
Anaheim, CA 92801-5499

999-5674 Kitchen  
999-3580 Office

### High Schools

Anaheim High (20)  
811 West Lincoln Avenue  
Anaheim, CA 92805-2499  
999-3740

Cypress High (28)  
9801 Valley View Street  
Cypress, CA 90630-3994  
220-4150

Katella High (25)  
2200 East Wagner Avenue  
Anaheim, CA 92806-4999  
999-3634

John F. Kennedy High (27)  
8281 Walker Street  
La Palma, CA 90623-2196  
220-4114

Loara High (24)  
1765 West Cerritos Avenue  
Anaheim, CA 92804-6198  
999-3690

Magnolia High (22)  
2450 West Ball Road  
Anaheim, CA 92804-5298  
220-4231

Oxford Academy (42)  
5172 Orange Avenue  
Cypress, CA 90630  
220-3073

Savanna High (23)  
301 North Gilbert Street  
Anaheim, CA 92801-5099  
220-4277

Western High (21)  
501 South Western Avenue  
Anaheim, CA 92804-1699  
220-4049

### Junior High Schools

Ball Junior High (38)  
1500 West Ball Road  
Anaheim, CA 92802-1626  
999-5630

Brookhurst Junior High (31)  
601 North Brookhurst Street  
Anaheim, CA 92801-3879  
999-5638

Dale Junior High (35)  
900 South Dale Street  
Anaheim, CA 92804-4097  
220-3014

Lexington Junior High (44)  
4351 Orange Avenue  
Cypress, CA 90630-2799  
220-3015

Orangeview Junior High (32)  
3715 West Orange Avenue  
Anaheim, CA 92804-2899  
220-3022

South Junior High (40)  
2320 East South Street  
Anaheim, CA 92806-4599  
999-5627

Sycamore Junior High (37)  
1801 East Sycamore Street  
Anaheim, CA 92805-3486  
999-5628

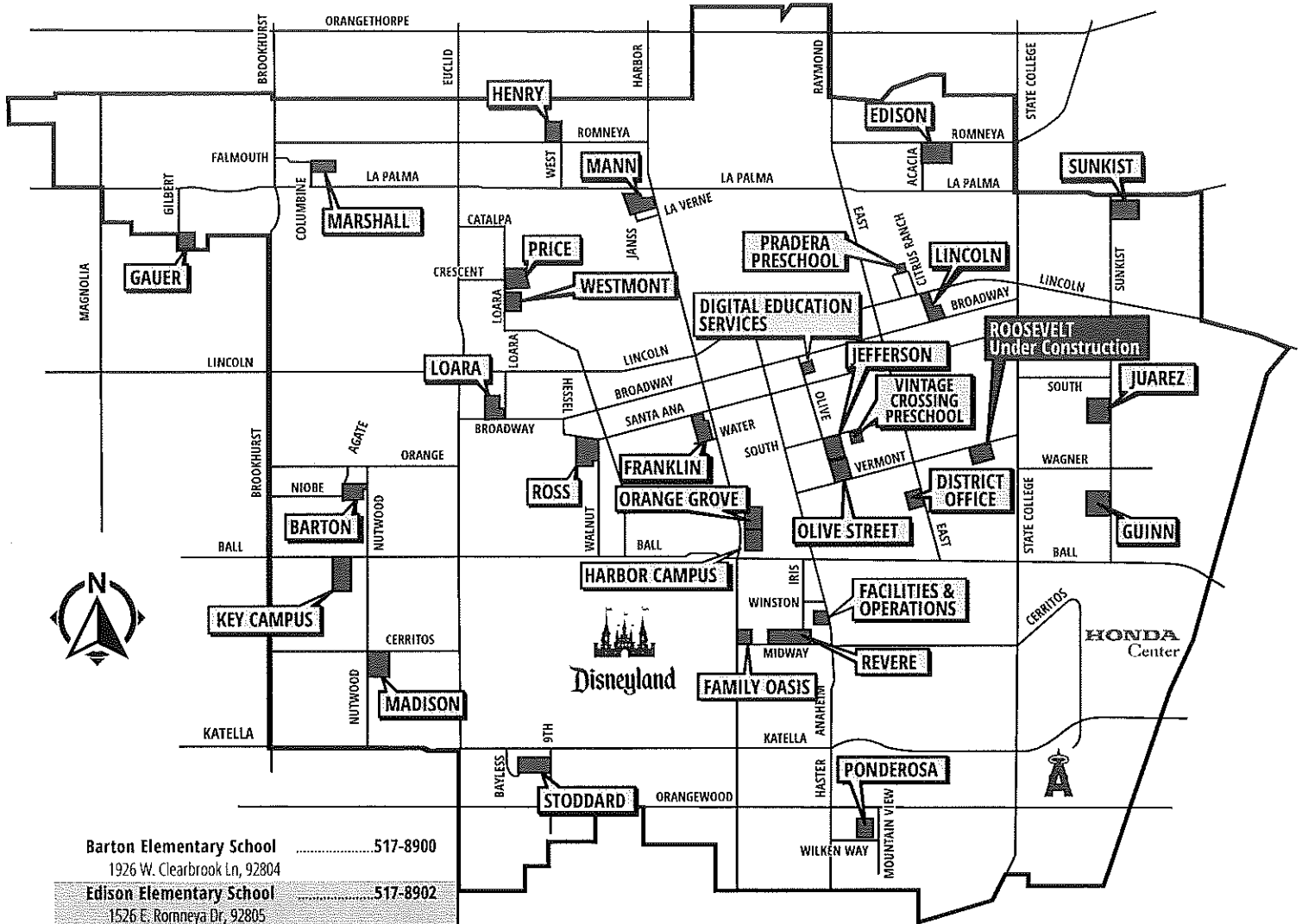
Walker Junior High (34)  
8132 Walker Street  
La Palma, CA 90623-2097  
220-3016

**Low Volume Sites**

Hopa High (47)  
7901 Knott Ave.  
Buena Park, CA 90620-2422  
220-4049

Gilbert Junior High (68)  
1800 W. Ball Rd.  
Anaheim, CA 92804-5516  
220-3016

# FACILITY LOCATIONS



<b>Barton Elementary School</b> .....517-8900 1926 W. Clearbrook Ln, 92804
<b>Edison Elementary School</b> .....517-8902 1526 E. Romneya Dr, 92805
<b>Franklin Elementary School</b> .....517-8905 521 W. Water St, 92805
<b>Gauer Elementary School</b> .....517-8908 810 N. Gilbert St, 92801
<b>Guinn Elementary School</b> .....517-8911 1051 S. Sunkist St, 92805
<b>Henry Elementary School</b> .....517-8914 1123 W. Romneya Drive, 92801
<b>Jefferson Elementary School</b> .....517-8917 504 E. South St, 92805
<b>Juarez Elementary School</b> .....517-8923 841 S. Sunkist St, 92805
<b>Lincoln Elementary School</b> .....517-8929 1413 E. Broadway, 92805
<b>Loara Elementary School</b> .....517-8932 1601 W. Broadway, 92802
<b>Madison Elementary School</b> .....517-8935 1510 S. Nutwood St, 92804
<b>Mann Elementary School</b> .....517-8938 600 W. La Palma Ave, 92801

<b>Marshall Elementary School</b> .....517-8941 2066 W. Falmouth Ave, 92801
<b>Olive Street Elementary School</b> .....517-8920 890 S. Olive St, 92805
<b>Orange Grove Elementary School</b> .....517-8968 1000 S. Harbor, North Campus, 92805
<b>Ponderosa Elementary School</b> .....517-8926 2135 S. Mountain View Ave, 92802
<b>Price Elementary School</b> .....517-8947 1516 W. North St, 92801
<b>Revere Elementary School</b> .....517-8950 140 W. Guinda Ln, 92805
<b>Roosevelt Elementary School</b> .....517-8953 <b>Harbor Campus - 1010 S. Harbor Blvd (Temporary Location)</b>
<b>Ross Elementary School</b> .....517-8956 535 S. Walnut St, 92802
<b>Stoddard Elementary School</b> .....517-8959 1841 S. Ninth St, 92802
<b>Sunkist Elementary School</b> .....517-8962 500 N. Sunkist Street, 92806

<b>Westmont Elementary School</b> .....517-8965 1525 W. Westmont Drive, 92801
♦ <b>Pradera Preschool</b> .....533-2050 130 N. Citrus Ranch Road, 92805
♦ <b>Vintage Crossings Preschool</b> .....635-0375 700 E. South St, 92805
<b>Harbor Campus - i PAT Center</b> 1010 S. Harbor Blvd, 92805
<b>Key Campus - ECE Administration</b> .....517-7126 2000 W. Ball Road, 92804
<b>District Administrative Center</b> .....517-7500 1001 S. East St, 92805
<b>Facilities &amp; Operations Center</b> .....517-7550 1411 S. Anaheim Blvd, 92805
<b>Family Oasis</b> .....517-7107 131 W. Midway Drive, 92805
<b>Digital Education Services</b> .....517-7532 313 S. Melrose St, 92805

ADMINISTRATION

# Anaheim Union High School District 2021-2022

## Student/Teacher Calendar

July 2021					November 2021					March 2022				
			1	2	1	2	3	4	5		1	2	3	4
5*	6	7	8	9	8	9	10	11*	12	7	8	9	10	11<
12	13	14	15	16	15	16	17	18	19	14	15	16	17	18
19	20	21	22	23	22	23	24	25*	26*	21	22	23	24	25*
26	27	28	29	30	29	30				28	29	30	31	
August 2021					December 2021					April 2022				
2	3	4	5++	6++			1	2	3					1
9++	10+	11	12	13	6	7	8	9	10	4	5	6	7	8
16	17	18	19	20	13	14	15	16#	17<	11	12	13	14	15
23	24	25	26	27	20	21	22	23*	24*	18	19	20	21	22
30	31				27	28	29	30*	31*	25	26	27	28	29
September 2021					January 2022					May 2022				
		1	2	3	3	4	5	6	7	2	3	4	5	6
6*	7	8	9	10	10	11	12	13	14	9	10	11	12	13
13	14	15	16	17	17*	18	19	20	21	16	17	18	19	20
20	21	22	23	24	24	25	26	27	28++	23	24	25#	26<	27+
27	28	29	30		31					30*	31			
October 2021					February 2022					June 2022				
				1		1	2	3	4			<u>1</u>	<u>2</u>	<u>3</u>
4	5	6	7	8<	7	8	9	10	11	6	7	8	9	10
11++	12	13	14	15	14*	15	16	17	18	13	14	15	16	17
18	19	20	21	22	21*	22	23	24	25	20	21	22	23	24
25	26	27	28	29	28					27	28	29	30	



School Begins



Non-Student/Non-Teacher Day  
Holidays

+

Teacher Day; No Students

++

Staff Development Day; No students

<

End of the Quarter or Semester  
And Minimum Day for Students

#

Minimum Day for H.S. Students Only

—

Underlined Days (May 29-June 4) are subject to change to regular school days if it becomes necessary to bring the total school days up to State minimum.

Quarter	Days	Dates			
1	42	Aug	11	--	Oct 8
2	43	Oct	12	--	Dec 17
3	46	Jan	3	--	Mar 11
4	49	Mar	14	--	May 26

180 Student Days  
187 Teacher Days

Progress Reports Due Fridays  
10:00 a.m. at the site on:  
September 17, 2021  
November 12, 2021  
February 4, 2022  
April 22, 2022

Grades Due Fridays  
10:00 a.m. at the site on:  
October 15, 2021  
January 7, 2022  
March 18, 2022  
May 27, 2022



# 2021-2022 School Year Student Calendar

## Calendario del Año Escolar 2021-2022 Para Estudiantes

ANAHEIM ELEMENTARY SCHOOL DISTRICT • Distrito de Escuelas Primarias de Anaheim

31 South East Street • Anaheim, CA 92805 • (714) 517-7500



JULY 2021					AUGUST					SEPTEMBER					OCTOBER				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
			1	2	2	3	4	5	6			M B 1	2	3					1
H 5	6	7	8	9					13	H 6	7	I 8	9	10	4	5	I 6	7	8
12	13	14	15	16	9	10	I 11	12	13	13	14	I 15	16	17	11	12	I 13	14	15
19	20	21	22	23	16	17	B M 18	19	20	20	21	M C 22	23	24	18	19	I M 20	21	22
26	27	28	29	30	23	24		25	26	27	28	I 29	30		25	26	I 27	28	29

NOVEMBER					DECEMBER					JANUARY 2022					FEBRUARY				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
		I		*			I	2	3	3	4	5	6	7			I		
1	2	3	4	5	6	7	I	9	10	10	11	I	13	14	7	8	I	10	11
8	9	I	H		13	14	I	16	M	H	17	I	20	21	H	14	M	17	18
15	16	I		M	20	21		H	H	24	25	I	27	28	H	21	I	24	25
22	23		H	H	27	28		H	H	31					28				
29	30																		

MARCH					APRIL					MAY					JUNE				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
		I		*						2	3	I	5	6			I	2	3
	1	2	3	4	4	5	I		M	9	10	I	O	13	6	7	M *	9	10
7	8	I			11	12			H	16	17	M	19	20	13	14		16	17
14	15	I			18	19	I			23	24	I			20	21		23	24
21	22	I			25	26	I			H	30	31			27	28		30	
28	29	I																	

LEGEND LEYENDA	
White = Non School Day Blanco = Vacaciones	
	First Day of School Primer Día de Escuela
<b>H</b>	Holiday Office closed to public Feriado Oficina Cerrada al Público
<b>I</b>	(Shortened Day) Instructional Planning Planificación de Instrucción (Día acortado)
<b>B</b>	(Virtual) Back to School Night Día Mínimo Noche de Regreso a la Escuela
<b>M</b>	Minimum Day Día Mínimo
<b>O</b>	Minimum Day Open House Día Mínimo Escuela Abierta para Todos
-----	
	**Harbor Ball South OPEN HOUSE 5/19/22 - Open House 5/12/22 - Regular Day
<b>*</b>	Trimester Ends Fin de Trimestre
<b>C</b>	Conference Day Non School Day Día de Conferencias No Hay Clases
<b>REPORT CARDS SENT HOME:</b> Reporte de Calificación Enviadas a Casa Trimester 1: November 8, 2021 Trimester 2: March 7, 2022 Trimester 3: June 8, 2022	

### BACK TO SCHOOL NIGHT:

= GROUP 1 Schools:

Barton, Franklin, Guinn, Jefferson, Lincoln, Madison, Marshall, Orange Grove, Ponderosa, Revere, Ross, Westmont

● = GROUP 2 Schools:

Edison, Gauer, Henry, Juarez, Loara, Mann, Olive Street, Price, Roosevelt, Stoddard, Sunkist, and school at Harbor Ball South

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
FINGERPRINT REQUIREMENTS AND CERTIFICATIONS  
BID NO. 2021-18 - MILK AND DAIRY PRODUCTS**

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CERTIFICATION BY CONTRACTOR**  
**CRIMINAL RECORDS CHECK**  
**AB 1610, 1612 and 2102**

To the Governing Board of Anaheim Union High School District:

I, Clearbrook Farms Inc certify that:

Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at Downey, California on May 10, 2021.

Date

  
\_\_\_\_\_  
Signature

Wayne Prins

\_\_\_\_\_  
Typed or printed name

President

\_\_\_\_\_  
Title

7011 Stewart and Gray Rd Downey CA 90241

\_\_\_\_\_  
Address

562.806.8011

\_\_\_\_\_  
Telephone



## Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

### 1. Prepare your submission materials:

#### Requested Information

Name	Type	# Files	Requirement	Instructions
BID FORM 2021-18 MILK AND DAIRY PRODUCTS (BT-58ES)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.
H 2021-18 Information Required of Bidders	File Type: PDF (.pdf)	1	Required	
I 2021-18 Suspension Debarment Form	File Type: PDF (.pdf)	1	Required	
J 2021-18 Certification Regarding Lobbying	File Type: PDF (.pdf)	1	Required	
K 2021-18 IranActCert	File Type: PDF (.pdf)	1	Required	



Name	Type	# Files	Requirement	Instructions
L 2021-18 Buy American	File Type: PDF (.pdf)	1	Required	
M 2021-18 Noncollusion Declaration	File Type: PDF (.pdf)	1	Required	
N 2021-18 Bid Form Signature	File Type: PDF (.pdf)	1	Required	
Copy of Bidder's HACCP Program	File Type: PDF (.pdf)	1	Required	

### **Requested Documents:**

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

### **Requested BidTables:**

The BidTable Response Templates can be obtained at <https://auhsd.bonfirehub.com/opportunities/42555>.

Please note that BidTables may take a significant amount of time to prepare.

## **2. Upload your submission at:**

<https://auhsd.bonfirehub.com/opportunities/42555>



The Q&A period for this opportunity starts Apr 23, 2021 3:00 PM PDT. The Q&A period for this opportunity ends May 06, 2021 12:00 PM PDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **May 13, 2021 11:00 AM PDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

### **Important Notes:**

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

### **Need Help?**

Anaheim Union High School District uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

ANAHEIM UNION HIGH SCHOOL DISTRICT  
BID NO. 2021-18 - MILK AND DAIRY PRODUCTS  
INFORMATION REQUIRED OF BIDDERS

The Offeror shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the offeror's firm and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your proposal and qualification materials, then please clearly identify such in the following questions.

Please be advised that the District may request verbal or written clarifications or additional information or an interview or presentation at any time.

Anaheim Union High School District Food Service provides meal service for 20 junior and senior high schools and the 24 elementary schools of Anaheim City School District. The combined enrollment of the combined school districts is 53,000 students. The food service program serves over 30,000 school lunches and 11,000 school breakfasts each school day.

Bidders are advised that the Anaheim Union High School District reserves the right to reject a bid from a bidder that cannot demonstrate the ability to provide the services required. Past service and delivery performance with a similar sized organization and scope of work is a factor in the determination of award against this bid. Bidder's past performance practices and service to the Anaheim Union High School District will be examined. Bidders who have demonstrated unsatisfactory performance will be subject to disqualification as a non-responsible bidder, thereby disqualifying the bidder from contract award.

(CONTINUED NEXT PAGE)

SECTION A – GENERAL INFORMATION

(1) Firm name, address and contact information:

Clearbrook Farms Inc  
\_\_\_\_\_  
7011 Stewart and Gray Rd  
\_\_\_\_\_  
Downey CA, 90241  
\_\_\_\_\_  
Wayne Prins  
\_\_\_\_\_  
\_\_\_\_\_

(2) Telephone: 562-806-8011 Facsimile: 562-806-4611  
Internet Address: www.clearbrookfarms.net

(3) Type of firm: (check one)  
Individual  Partnership  Corporation  State

(4) Names and titles of all principals/officers of the firm:

Name	Title	Phone Number
Wayne Prins	President	562-806-8011
Harry Prins	Vice President	562-806-8011
_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) Please list any applicable certifications and licenses and the associated numbers:

Milk Handlers License #1086      Public Health Permit #PR0246136  
\_\_\_\_\_  
Milk Products Plant #06-00098 M  
\_\_\_\_\_  
Processed Food Registration #1047  
\_\_\_\_\_

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? No

a. If Yes, give firm name, address and certification or license number.

- (i) Name \_\_\_\_\_
- (ii) Address \_\_\_\_\_
- (iii) License No. (if any) \_\_\_\_\_



(7) How many years has your firm been in business under its present business name?  
58 Years

(8) How many years of experience does your firm have providing similar services?  
58 Years

(9) How many public agencies has your firm provided similar services for?  
30+

(10) Please list the public agencies including School Districts and the like, that your firm has provided similar services for:  
Acton SD, Bellflower USD, Centralia SD, Chino Valley USD, Compton USD  
Cypress SD, Downey USD, El Rancho USD, Fountain Valley SD, Fullerton JUHSD  
Inglewood USD, Irvine USD, Little Lake USD, Long Beach USD, Los Alamitos USD  
Los Nietos SD, Magnolia SD, Montebello USD, Paramount USD, Placentia Yorba LindaUSD  
Pomona USD, Simi Valley USD, Tustin USD, Whittier UHSD,

(11) Please attach a short history of the firm including whether it is local, national, or international as well as approximate number of employees. Also provide the number of firm offices and locations. See attached

(12) Please attach a copy of your firm's most recent financial statement or other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this RFP. See attached

(13) Please attach or list below why your firm should be selected by the District to provide the solicited services.  
See attached

(18) Does your firm maintain errors and omissions coverage? No.

If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(19) Will your firm comply with all District, Local, State and Federal legal requirements, regulations and laws? Yes.



## History, Experience, and Fleet

Clearbrook Farms has been in the food service business continuously since 1963, and has been a family-owned business now run by the second generation of the Prins Family. Harry Prins Sr. started Clearbrook Farms with a drive through dairy in Lynwood, CA and steadily grew the business by providing the freshest quality dairy products to many customers. Thirty-six years later, the company was purchased by Harry Prins Sr. sons, Wayne and Harry Jr and they have carried on their fathers' values of putting the customers first, and doing business fairly with integrity and providing employees with a great place to work. These principals live on today and are reflected in the many fiercely loyal long-time customers Clearbrook Farms has been proud to serve over the years. Clearbrook Farms is a Rockview Farms distributor and has partnered with them for many reasons; They are family owned and operated, they own their own herds, local brand, and they have the highest quality dairy products. Clearbrook Farms is located on their facility and has been distributing their products since the late 1980's. Since Clearbrook Farms has been in the School industry, we have never missed a delivery or been short product, and we are very proud of that stat!

Today we service 32 School districts in the Greater Los Angeles area and make a simple promise to all our customers, "We deliver on time Every time!" Our vision is to provide the best selection of high-quality dairy and juice products and superior customer service to institutional and retail customers in the Greater Los Angeles Area. We do this by;

- We help our customers be more successful

At Clearbrook Farms, we pride ourselves in offering our customers the freshest, highest quality dairy products available along with unparalleled service. You never have to worry about your dairy order because we deliver on time every!

- Knowledgeable and caring employees

Our drivers have been with Clearbrook Farms on average more than 12 years so they get to know you, your school and exactly how you want your dairy products delivered. You can rely on our seasoned customer service staff to help you with your ordering needs quickly and efficiently so you don't have to spend your time worrying about your order. We make it easy for you to do business with us.

- Local Ownership

We are locally owned, family business that has been serving the greater Los Angeles area since 1960. Our owners and employees live and work in the community we serve and can respond quickly to your need's day or night, whenever you need assistance. You can rest assured your taxpayers money will stay in the USA and not flow out of the country to a foreign company.

- We offer a wide variety of products

At Clearbrook Farms, we are a "one stop shop" for all your dairy and juice needs. Whether you need milk, cheese, yogurt, fresh juice, aseptic juice, or ice cream, we have it. This makes it easy to get everything at Clearbrook Farms.

We believe a family-owned local business, great service, and a great quality product set us apart from our competition. Since we only distribute dairy products, our sole focus is on our customers.

Clearbrook Farms owns a delivery Fleet made up of 19 Vehicles all equipped with a side or rear liftgate. This helps our drivers be most successful while making deliveries. See below

Truck	License Number	Year	Vehicle Identification Number	Fuel	GCW	Refer Make
941	78519H1	2013	5PVN8JR2D4S50745	GAS	5344	Thermo King
942	78518H1	2013	5PVNV8JR8D4S50748	DIESEL	35000	Thermo King
943	64144C1	2012	1HTJSSKKOCJ690164	DIESEL	20000	Thermo King
944	69573H1	2013	5PVNV8JT6D4S52493	DIESEL	35000	Thermo King
945	70374H1	2013	5PVNV8JR9D4S50743	DIESEL	35000	Thermo King
946	78510H1	2013	5PVNV8JR0D4S50744	DIESEL	35000	Thermo King
947	78516H1	2013	5PVNV8JP7D4S50190	DIESEL	35000	Thermo King
948	78515H1	2013	5PPVNV8JR7D4S50742	DIESEL	35000	Thermo King
950	31599M1	2015	2NKHHM7X1FM463166	DIESEL	35000	Thermo King
951	38919S1	2015	2NKHHM7X3FM463167	DIESEL	35000	Thermo King
952	38950S1	2015	2NKHHM7X3FM463170	DIESEL	35000	Thermo King
953	72539W1	2015	5PVNE8JV7D4S53184	DIESEL	35000	Carrier
954	48597Z1	2017	2NKHHM7XXHM160003	DIESEL	35000	Thermo King
955	48614Z1	2017	2NKHHM7X8HM160002	DIESEL	35000	Thermo King
956	52616T2	2020	3BKJHM7XOLF582295	DIESEL	35000	Carrier
957	52622T2	2020	3BKJHM7X2LF582296	DIESEL	35000	Carrier
958	78420C3	2021	3BKJM7X8MF582546	DIESEL	35000	Thermo King
959	78422C2	2021	3BKJHM7XXMF582547	DIESEL	35000	Thermo King

Clearbrook Farms contracts a third party to provide all preventive maintenance, repairs and inspections for the entire fleet and the refrigeration units on a regular schedule. Inspections include the "Basic Inspection of Terminals (BIT) Programs". Our strict adherence to our preventive maintenance program has meant our vehicles are rarely out of service which has contributed to our spotless delivery record. Delivery personnel are responsible for and take pride in keeping their vehicles clean and regularly check the ambient temperature within the box of the truck to ensure dairy products are kept at 35 degrees Fahrenheit.



## Financial Capability

Clearbrook Farms has been in the food service business continuously since 1963 and has been a family-owned business now run by the second generation of the Prins family. Clearbrook Farms is committed to remain a stronghold to school district all across southern California for dairy and juice products. School districts have counted on us for over 55 years and we have yet to let anyone down. We have been successful because we listen to the needs of our customers and share similar strategies, to offer high quality products with excellent service.

Clearbrook Farms is financially sound. For over 55 years we have had strong banking relations, we currently bank with Farmers and Merchant Bank and are in excellent standing. Since we operate on zero debt, even with the events like COVID-19 we can remain a name, districts across southern California can rely on for all their dairy, juice, water, and ice cream needs. Clearbrook Farms revenues over the last 5 years;

8/31/20	13,117,660
8/31/19	12,600,203
8/31/18	11,083,205
8/31/17	11,568,599
8/31/16	11,540,830

Clearbrook Farms has maintained a healthy financial foundation since its founding. We have never been in a situation that would compromise our service or commitment to our customers. We believe in slow steady growth. This allows us to maintain our high expectation of perfect service, and allows for healthy sustainable growth. Over the last 5 years our sales have continued to increase at a rate of 2.9% and we expect that trend to pick up to 5% yearly. We believe thru the RFP process, institutional buyers will weigh service and sustainability at a higher rate than just pricing alone. Although other companies might grow at a higher rate or have more money, we believe our tight run operation helps schools rest assured they will receive what they order on time, every time.



## Reasons to Choose Clearbrook Farms Inc.

Clearbrook Farms Inc is the best option for dairy and juice products in Anaheim Union High School District for many reasons.

1. American Family Owned and Operated
2. We offer the best service in the industry
3. We promise to deliver on time every time!
4. Easy to use online ordering
5. Ordering systems are compatible with Titan
6. We offer a wide range of products from dairy, juice, ice cream, water, and frozen novelties
7. We have never missed a delivery, or shorted a school product because of lack of product.

Continuing to partner with Clearbrook Farms will help the district be most successful in their operations. We already have our team in place to continue to service all sites, and our staff knows the needs of each and every school. Our partner, Rockview Farms, has proven to be the most sustainable producer of school products by always fulfilling every order we place. They also help our competitors with products when they can't fill their order. We believe this is the biggest difference between us and our competition. We only take on business we can handle with 100% certainty and know AUHSD will receive the highest quality dairy and juice products with the peace of mind knowing every delivery will be done on time, every time!

**SECTION B – LEGAL**

(14) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years?   No  .

(a) If Yes, provide the name of the public agency and briefly detail the dispute:

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(15) Have you ever had a service agreement terminated for convenience or default in the prior five (5) years?   No  .

(a) If Yes, provide details including the name of the other party:

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(16) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?   No  .

(a) If Yes, provide details:

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(17) Is your firm, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency?   No  .

(a) If Yes, provide details:

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**SECTION C – ADDITIONAL INFORMATION**

- (20) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

See Attached Supply Chain Model and delivery schedule





## Delivery and Implementation Plan

### Supply Chain Model-

The supply chain starts at local dairies. Cows are milked and raw product is shipped to Rockview Farms. Once at Rockview Farms, raw products are put into silos. Product is then sent thru processing and batched into a batch silo. Once product is batched it is sent to N8 packaging machines and product is sealed and put into cases. From there it goes into the warehouse and its ready to be shipped. The warehouse at Rockview Farms is roughly 40,000 square feet and can hold a weeks' worth of product. From there product is loaded onto trucks and customers receive fresh cold products. See graph below.



For all items not produced by Rockview Farms, we diligently inventory items in the warehouse. Each day we review our inventory levels to ensure we order items well in advance of running out. We review them two ways; by running an inventory report at the end of each day, and by doing a physical check in the warehouse. Once we order product from a vendor, we create space in the warehouse to house it. Each item received in the warehouse gets put into our system by date received, and expiration date. By keeping all this information in our system, we always know what dates we send out to school sites. All product received should have a minimum 10-day shelf life.

### Ordering Process-

Clearbrook Farms kindly asks for all orders to be placed online by 9am for the next day's usage. This gives us time to process each order, ensuring each site receives the product they ordered. The districts sales rep. will set up an online account for each site. Prior to the start of the contract each site will receive a laminated order instruction guide, including their username and password, to keep by their computer. Our online ordering system is easy to use and only allows sites to order products approved by district director. Items can be added any time in the year if approved by the Director. In the event, internet is down or a site cannot get online to place an order. They can call our friendly staff at 562.806.8011 to place an order via phone. We always try to make it easy for anyone to place an order and are here to help in any way

possible. If we are awarded this RFP Jace Prins will come do a training showing each site lead how to place their order online.

\*In the event of an emergency order, Clearbrook Farms maintains vehicles at its disposal that can be utilized to run "specials" at any time a school needs it. There is no extra charge for a "special" delivery and they can usually be done within an hour if not sooner.

## **Delivery Schedule**

Once we are awarded the contract, we will assign each school to a route (estimated 25-30 schools per route). Each route will go out for bid, which allows our drivers to select a route for the whole school year. Our driver will then go to each site to locate the kitchens, be sure all keys work, and find all coolers for dairy products. The same driver will deliver to those same schools for the entire year. We are preparing to deliver AUHSD schools in the afternoon between the hours of noon-10pm. If there are any changes needed, we will work with AUHSD to accommodate those changes.

### **The daily order and delivery routine/ schedule**

1. Orders are placed online by 9am for next day's usage
2. All orders are finalized at 9am and moved to MAS (accounting software)
3. Once orders are imported to MAS, we print invoices by route number
4. Our staff carefully reviews each order to be sure there isn't any duplicate orders, over ordering, or missing orders (if there are any issues, we will call the school to confirm or correct order)
5. Once all orders are confirmed by office staff, we create a route recap showing all items needed for that route
6. Route Recaps are sent to the warehouse at roughly 10am
7. Warehouse loads all trucks
8. Drivers begin delivering to schools at Noon
9. Drivers finish delivering by 10pm
10. Cafeteria staff arrives at 6am next morning and all orders are cold and ready for service.

**REFERENCES**

(21) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a): No

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

\_\_\_\_\_

\_\_\_\_\_


\_\_\_\_\_

(22) Each firm must include the following references:

(a) List at least three clients for whom you have provided similar services. Show the names, addresses, and telephone numbers of the persons who can be contacted. Information obtained through the references will be evaluated by the District.

Name	Address	Phone Number
<u>Long Beach USD</u>	<u>3333 airport Way</u> <u>Long Beach CA 90806</u>	<u>562-427-7923</u>
<u>Paramount USD</u>	<u>8555 Flower St</u> <u>Paramount CA 90723</u>	<u>562-602-6031</u>
<u>Downey USD</u>	<u>11627 Brookshire Ave</u> <u>Dowey CA 90241</u>	<u>562-469-6671</u>
<u>Placentia Yorba Linda USD</u>	<u>4999 Casa Loma Ave</u> <u>Yorba Linda, CA 92886</u>	<u>714-985-8610</u>

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Offeror pages one (1) through seven (7) is true and correct. Executed this 10 day of May, 2021, at Downey, Los Angeles, State of California.  
City, County



\_\_\_\_\_  
Signature

Wayne Prins  
\_\_\_\_\_  
Print Name

President  
\_\_\_\_\_  
Title



#### Reference List

1. Long Beach USD- Mark Chavez
2. Anaheim UHSD- Orlando Griego
3. Placentia Yorba Linda USD- Suzanne Morales
4. Pomona USD- Daryl Hickey
5. Chino Valley USD- Javier Quirarte
6. Whittier Union High School District- Liz Brown Smith
7. Montebello USD- Victoria Cheung
8. Downey USD- Mark Milton
9. Hesperia USD- David Carochi
10. Bellflower USD- Candice Crump
11. Centralia SD- Paul Ngo
12. Compton USD- Ladislao Figueroa
13. El Rancho USD- Billie Saavedra
14. Fountain Valley SD- Diane Sharpe
15. Inglewood USD- Rosa Rosemane
16. Little Lake SD- Heidi McDonald
17. Los Alamitos USD- Celeste Calubaquib
18. Los Nietos SD- Kathy Teng
19. Tustin USD- Teres Squibb
20. Magnolia SD- Brendan Shields
21. Cypress SD- Brenda Marquez-Flores
22. Santa Clarita Valley Food Service Agency- Jane Crawford
23. Acton USD- Paulette Buechner
24. Paramount USD- Lucy Albera
25. Irvine USD- Jill Hartstein
26. Fullerton Joint Union High School District- Asma Chaudhry
27. Huntington Beach City School District- Mia Choi
28. Simi Valley Unified School District- Ryan Comerford

Clearbrook Farms is a family-owned business located in Downey, California that independently distributes Rockview Farms dairy products. With strong family values, they strive to deliver fresh, quality dairy products to all their customers. Clearbrook Farms was founded in 1963 by Harry Prins

Senior and was originally only a cash and carry business. With time, the business grew and was eventually passed down to his two sons. Today, the business is now on its third generation of family owners, and places emphasis on school milk distribution as well as wholesale distribution. Schools, markets and restaurants are receiving farm fresh Rockview Farms milk distributed neatly and on time. We currently serve thirty-one school districts in Southern California ranging from Ventura County to Riverside County, as well as many preschools, restaurants and markets. With this family's passion to provide quality products you can enjoy, the business places all its attention on the customers.

***Our promise to our Customers is to Deliver "on time, every time" and we have been doing that for over 50 years!***

## SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

**INSTRUCTIONS:** SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<u>Anaheim Union High School District</u>	<u>2021-18</u>
Name of School Food Authority	Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

<u>Wayne Prins</u>	<u>President</u>	<u></u>	<u>May 10, 2021</u>
Printed Name	Title	Signature	Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

## INSTRUCTIONS FOR CERTIFICATION

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

## CERTIFICATION REGARDING LOBBYING

**INSTRUCTIONS:** To be completed and submitted ANNUALLY by  any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and  potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

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**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts  
 Exceeding \$100,000 in Federal Funds**

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR


Name of Food Service Management or Food Service Consulting Company: <i>Clearbrook Farms, Inc.</i>		
Printed Name and Title: <i>Wayne Prins, President</i>	Signature: 	Date: <i>5-10-21</i>
Name of School Food Authority: <i>Anaheim Union High School District</i>		Agreement Number: <i>2021-18</i>

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

<b>1. Type of Federal Action:</b> a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	<b>2. Status of Federal Action:</b> a. Bid/offer/application b. Initial award c. Post-award	<b>3. Report Type:</b> a. Initial filing b. Material change  <b>FOR MATERIAL CHANGE ONLY:</b> Year: _____ Quarter: _____
<b>3. Name and Address of Reporting Entity:</b>  Prime Subawardee Tier _____, if known  Congressional District, if known:	• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:  Congressional District, if known:	
• Federal Department/Agency:	• Federal Program Name/Description:  CFDA Number, if applicable:	
• Federal Action Number, if known:	• Award Amount, if known: \$	
• a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
• Amount of Payment (check all that apply):  \$ _____ actual planned	• Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee	



<p>• Form of Payment (check all that apply):  Cash  In-kind; specify:  Nature _____  Value _____</p>	<p>Deferred  Other; specify: _____</p>
<p>• Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</p>	
<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <hr/> <p>Print Name: Wayne Prins</p> <hr/> <p>Title: President</p> <hr/> <p>Telephone No: ( 562 ) 806-8011 Date: 5/10/2021</p>
<p>Federal Use Only:</p>	<p>Authorized for local reproduction  Standard Form - LLL</p>

## INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

ANAHEIM UNION HIGH SCHOOL DISTRICT  
 BID NO. 2021-18 MILK AND DAIRY PRODUCTS


**IRAN CONTRACTING ACT**  
**(Public Contract Code sections 2202-2208)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

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

**OPTION #1 - CERTIFICATION**

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

Vendor Name/Financial Institution (Printed) Clearbrook Farms Inc		Federal ID Number (or n/a) 95-4715830
By (Authorized Signature) 		
Printed Name and Title of Person Signing Wayne Prins, President		
Date Executed May 10, 2021	Executed in Downey, CA	

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed

ANAHEIM UNION HIGH SCHOOL DISTRICT  
 BID NO. 2021-18 – MILK AND DAIRY PRODUCTS  
BUY AMERICAN WAIVER EXCEPTION LIST

This documentation is required for all food items that are not produced and processed in the U.S. with least 51% of its agricultural food components, by weigh or volume, from the U.S. The Buy America regulations state:

*Exceptions.* The purchase requirements described in this section shall not apply in instances when the recipient agency determines:

- (1) Recipients have unusual or ethnic food preferences which can only be met through purchases of products not produced in the U.S.;
- (2) the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality;
- (3) the cost of U.S. produced food products is significantly higher than foreign products.

[53 FR 27476, July 21, 1988, as amended at 58 FR 39122, July 22, 1993; 67 FR 65015, Oct. 23, 2002]


Line Item Number:	Description:	Domestic Price	Non-Domestic Price (Foreign product)	Reason For Waiver	Country of Origin
<i>Sample</i>	<i>Sample: Ground Cinnamon</i>	<i>NA</i>		<i>Product is not produced in the U.S. in sufficient and reasonable quantities</i>	
<i>Sample</i>	<i>Sample: Canned Pineapple</i>	<i>\$29.95</i>	<i>\$59.95</i>	<i>U.S. Canned Pineapple is Significantly higher in cost (more than 10%)</i>	


(Copy, complete and sign for additional line items)

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this waiver the bidder is acknowledging the Buy American requirements per Instructions for Bidders and will provide the requested documentation when offer of awarded item has been made to the District.

Company Clearbrook Farms Inc


Print Name: Wayne Prins Title: President

Signature:  Date: 5/10/2021

ANAHEIM UNION HIGH SCHOOL DISTRICT  
NONCOLLUSION DECLARATION FORM  
BID NO. 2021-18  
MILK AND DAIRY PRODUCTS

he Wayne Prins, being first duly sworn, deposes and says that  
(Full name)  
or she is President of Clearbrook Farms Inc, the  
party (Title) (Company/Firm Name)

making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

  
\_\_\_\_\_  
(Signature of Bidder)  
  
Clearbrook Farms Inc  
\_\_\_\_\_  
(Company/Firm Name)

(NOTARIZATION IS NOT REQUIRED)

ANAHEIM UNION HIGH SCHOOL DISTRICT  
BID FORM  
BID NO. 2021-18  
MILK AND DAIRY PRODUCTS

1. Pursuant to and in compliance with this bid and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, 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 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, equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this contract.

All in strict conformity with the specifications and other contract documents including any addendums for the amounts as set forth below.

2. Bidder must adhere to the delivery schedule included in the bid documents, unless otherwise changed in writing by the District and provide all necessary insurance certificates as required in the bid documentation.
3. It is understood that the District reserves the right to reject this bid as specified in the Instructions For Bidders and that the bid shall remain open and not be withdrawn for a period of ninety (90) days.
4. The contract shall commence JULY 1, 2021 through JUNE 30, 2022.

The contract term is for one year, renewable in one year increments. Renewal must be mutually agreeable and in writing. Total term to be no more than three (3) years from time of first award. The District desires the right and option to extend any contract awarded hereunder for a period of one (1) year from date of expiration, under the same price, terms and conditions.

Indicate if said Renewal Option is granted for first additional year:

  X                        Option Granted  
\_\_\_\_\_                      Option Not Granted

Indicate if said Renewal Option is granted for second additional year:

  X                        Option Granted  
\_\_\_\_\_                      Option Not Granted

It is agreed that if any renewal option granted herein is exercised, the District shall so notify the contractor prior to the expiration date.

5. This bid is subject to a cash discount of   0   % thirty (30) days.

6. It is the intent of the District that other school districts, community colleges, or government agencies, pursuant to Public Contract Code Sections 20118 and 20652 may utilize the provisions of this bid pursuant to the specifications set forth herein. The District waives its right to require other districts or agencies to draw their warrants in favor of this District and authorize each district to make payment directly to the successful bidder.

      X       Option Granted  
           Option Not Granted

Suppliers who are awarded any part of this contract will be provided with a copy of the legal notice, the Board recommendation and any other information pertaining to this bid. Any supplier choosing to utilize the Piggyback option will be responsible for providing this information to other districts or agencies.

7. The District requests the option to purchase additional items not listed in bid. Please state percent discount to deduct from catalog list prices or submit pricing on these items. Catalog/List Prices Less \_\_\_\_\_% Discount for all items in catalog or submit list of all items and prices extended to District not specifically included in the above bid.

Dated: May 10, 2021

Clearbrook Farms Inc  
Proper Name of Bidder

Wayne Prins

By

\_\_\_\_\_

Wayne Prins

Signature of Bidder

Note: If a bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if a bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner of partners authorized to sign contracts on behalf of the partnership; and if a bidder is an individual, his full signature shall be placed above.



Success: All values provided	#0-21	Coffee creamer, flavored, 1/2 oz individual cups. Vendor to indicate flavors available. Packed 288/case. International Delight 405 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	15	Per case Price	\$ 23.00	288	International Delight 0405	0405, 0407	Hazelnut, French Vanilla	\$ 345.00
Success: All values provided	#0-22	Coffee creamer, non dairy, unflavored, individual cups. Packed 400/case. Rockview 271 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	50	Per case Price	\$ 11.25	400	Rockview Farms / 0271	Rockview Farms / 0271	Nondairy / 0271	\$ 562.50
Success: All values provided	#0-23	Coffee creamer, half and half, unflavored, individual cups. Packed 400/case. Rockview 270 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	10	Per case Price	\$ 14.50	400	Rockview Farms / 0397	Rockview Farms / 0397	Half and half / 0270	\$ 145.00
Success: All values provided	#0-24	Dairy, milk, lactose-free, UHT, 8oz Packed 20/8 fl.oz./flat. Lactaid 1419 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	3000	Per case Price	\$ 0.60	12	Lactaid / 1419	lactiad / 1419	FF Lactose / 1419	\$ 1,800.00



Fountain Valley School District  
Information Technology

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
Parham Sadegh, IT Supervisor  
SUBJECT: **APPROVAL TO PURCHASE CLOUD-BASED WEB FILTERING  
AND CLASSROOM MANAGEMENT SOFTWARE FROM  
SECURLY INC. FOR \$103,212.00 OVER THREE YEARS**  
DATE: July 9, 2021

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**Background:**

FVSD offers content filtering from Securly Inc. to maintain an age-appropriate internet, monitor for inappropriate searches, and help FVSD remain CIPA-compliant district-wide. The original contract signed three years ago is up for renewal. During the IT department's contract evaluation process, we discovered an add-on to the Securly base product called Classroom that greatly enhances Chromebook monitoring by teachers. Classroom gives teachers new freedom to guide, monitor, and communicate with students during class, remove distractions and keep kids focused on learning

**Fiscal Impact:**

The cost is \$103,212.00 for three years of filtering. The cost increase is due to the increase in devices across the District.

**Recommendation:**

It is recommended that the Board of Trustees approves the purchase of Cloud-based Web Filtering and Classroom Management Software from Securly, Inc.



Fountain Valley School District  
Business Services Division

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
Isidro Guerra, Director, Fiscal Services  
SUBJECT: **APPROVE THE ANNUAL AGREEMENT FOR FISCAL AND  
MANAGEMENT INFORMATION SERVICES WITH SCHOOL  
SERVICES OF CALIFORNIA, INC.**  
DATE: July 9, 2021

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**Background:**

Each year the District contracts with School Services of California (SSC) for fiscal and management services. SSC provides districts throughout the state with valuable information and insight into budgeting, finance and general practices. Included in the annual agreement with SSC is one electronic copy of the Analysis of the Governor's Proposals for the State Budget and K-12 Education and electronic delivery of the Fiscal Services Report, containing information on issues of finance, budget, or public policy related to K-12 education. Twelve (12) hours of annual contract service are also included in the membership fee. Participation at School Services workshops are offered at a discounted rate to members. The term of this agreement is from August 1, 2021 to July 31, 2022.

**Fiscal Impact:**

The annual membership fee is \$4,080 and an additional \$800 for the electronic version of the Comparative Analysis of District Income and Expenditures (CADIE) Report and the Salary And Benefits Report (SABRE).

**Recommendation:**

It is recommended that the Board of Trustees approves the Annual Agreement for Fiscal and Management Information Services with School Services of California, Inc.

**AGREEMENT FOR SPECIAL SERVICES**  
Fiscal and Management Information Services

This is an Agreement between the **FOUNTAIN VALLEY SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as "Consultant," entered into as of August 1, 2021.

**RECITALS**

**WHEREAS**, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

**WHEREAS**, the Consultant is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to perform such duties relating to issues of school finance, including:
  - a. Electronic delivery of the *Fiscal Report* containing information on issues of school finance, budgets, or practices and policy issues that impact local educational agency fiscal policies, and an electronic copy of the *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
  - b. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
  - c. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
  - d. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance
2. The Consultant shall provide the Client with services as requested to a total of 12 direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific local educational agency revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client.

Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for local educational agency legal issues; major customized research projects or studies; or, on-site speeches or presentations.

3. The Client agrees to pay to the Consultant for services rendered under this Agreement:
  - a. \$4,080 annually, plus expenses, or payable at \$340 per month, plus expenses, upon receipt of a billing from the Consultant
  - b. For all requested services in excess of 12 direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
  - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
  - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
4. This Agreement shall be for the period of one year, beginning August 1, 2021, and terminating July 31, 2022. This Agreement may be terminated prior to July 31, 2022, by either party on 30 days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. The Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client provides written notice. The Client is responsible for these accrued charges and the Consultant may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.
5. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as indicated below:

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title  
Fountain Valley School District

By:  \_\_\_\_\_

Date: June 14, 2021

John D. Gray  
President  
School Services of California Inc.