



**REQUEST FOR PROPOSALS ("RFP")
FOR PIZZA SERVICE
RFP#22-23:07**

DUE DATE: Wednesday, May 18, 2022 at 10:45 A.M.

**BONITA UNIFIED SCHOOL DISTRICT
115 West Allen Avenue
San Dimas, CA 91773
909-971-8320 EXT 5250
FAX # 909-971-8329**

**Shamica R. Nance
Director, Purchasing/Warehouse**

**REQUEST FOR PROPOSALS (“RFP”)
FOR PIZZA SERVICE VENDORS**

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**BONITA UNIFIED SCHOOL DISTRICT NOTICE OF
REQUEST FOR PROPOSALS FOR PIZZA SERVICE (“RFP”)
FOR BONITA UNIFIED SCHOOL DISTRICT
RFP# 22-23:07 PIZZA SERVICE**

PROPOSAL DEADLINE: 10:45 A.M., Wednesday, May 18, 2022

LOCATION FOR RFP SUBMISSIONS: BONITA UNIFIED SCHOOL DISTRICT
Attention: Shamica R. Nance
Director, Purchasing/Warehouse
115 West Allen Avenue
San Dimas, CA 91773
Email: snance@bonita.k12.ca.us
Phone: 909-971-8320 ext.5250

BONITA UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board of Education (“District”) will receive up to, but not later than, the above-stated proposal deadline, sealed proposals for furnishing pizzas for thirteen (13) schools for the period July 1, 2022 through June 30, 2023.

Obtaining RFP Documents. The RFP Documents are available at the location stated above or may be downloaded from the District’s website: <https://do.bonita.k12.ca.us/District/Business-Services/Purchasing/index.html>. Any and all addenda issued shall be posted on the District’s website no later than three (3) days prior to date scheduled for the bid opening. It is the Vendors’ sole responsibility to download any and all addenda prior to the date for submittals of RFP responses and to acknowledge its receipt and review of the addenda in its RFP response. Vendor’s failure to acknowledge receipt and review of the addenda in its RFP response shall render the RFP response non-responsive.

Time is of the essence. The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposals or in the bidding process. The award of the Contract, if made by the District, will be by action of the Governing Board. No bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of the proposals.

Any questions regarding proposal documents should be submitted in writing and e-mailed to Shamica R. Nance at snance@bonita.k12.ca.us no later than Tuesday, May 10, 2022.

Publication Dates: April 28, 2022 & May 5, 2022

Newspaper: Inland Valley Daily Bulletin

Pizza Service Request for Proposals RFP# 22-23:07
Submit RFP Response by **Wednesday, May 18, 2022**

REQUEST FOR PROPOSAL SIGNATURE PAGE

This Request for Proposal (RFP) is for the procurement and delivery of Pizza for the Bonita Unified School District.

Before submitting a RFP Response, please read the entire RFP Package, including the **Required Proposal Documents, and Agreement** and thoroughly acquaint yourself with the scope of the work and contractual requirements. Submit all proposals in a sealed envelope showing the Company Name, RFP Name & Number, Submission Due Date, and Time. Bids must reach the Bonita Unified School District Food Service Department, at the address listed above by the time and date listed above. Follow the Required Bid Documents Checklist to assist with ensuring a complete bid package.

If further clarification is needed, contact Shamica R. Nance at the Bonita Unified School District at snance@bonita.k12.ca.us

The undersigned, authorized signatory, hereby proposes and agrees to furnish and deliver the goods and/or services as quoted in accordance with the RFP and contractual terms, conditions and specifications for the prices herein quoted.

Company Name: _____

Signature : _____ Date: _____, 2022

Printed Name: _____

Title: _____

Mailing Address:

(Street Address) (City) (State)

(Zip)

Telephone: _____

Facsimile: _____

E-mail: _____

Required Documents

Please return this sheet with your proposal documents

Proposal Documents Due at the Submission of the Due Date

- ☐ Proposal Form
- ☐ Proposal Form Pricing Sheet
- ☐ Non Collusion Declaration
- ☐ Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
- ☐ Certification of Restriction on Lobbying / Disclosure of Lobbying Activities
- ☐ Iran Contracting Act of 2010 Compliance Affidavit
- ☐ Product Recall Program
- ☐ Disaster Contingency Plan
- ☐ Food Security and Safety Program
- ☐ Recent Copy of a Health Department Inspection Report
- ☐ Copies of Hazard Analysis Critical Control Point Program (HACCP) Certification Records
- ☐ Copies of any Other Licenses and/or Required Documents as Listed within the Entire RFP, including, General Conditions, Special Provisions, and Specifications

❖ **Samples listed below must be submitted with proposal on May 18, 2022 at 10:45 A.M.**

- ✓ **One (1) 16" round Cheese pizza cut 8 slices**
- ☐ **One (1) 16" round Cheese pizza cut 10 slices**
- ✓ **One (1) 16" round Pepperoni Pizza cut 8 slices**
- ☐ **One (1) 16" round Pepperoni pizza cut 10 slices.**

Other Forms not required until after award

- ☐ Agreement
- ☐ Worker's Compensation Certificate
- ☐ Drug-Free Workplace Certification
- ☐ Fingerprint Certification
- ☐ W-9
- ☐ Certificate of Liability Insurance, including an Additional Insured Endorsement, this is a separate document (The District must be named as an Additional Insured)

**BONITA UNIFIED SCHOOL DISTRICT NOTICE OF
REQUEST FOR PROPOSALS FOR PIZZA SERVICE (“RFP”)
RFP# 22-23:07 PIZZA SERVICE**

1. General.

- 1.1. Purpose of RFP. The District seeks Proposals from qualified, experienced Vendors with proven track records to procure and deliver fresh Pizza for the period July 1, 2022 through June 30, 2023 (School Year). The names of each delivery site are set forth on Exhibit B hereto. Estimated quantities of the Pizza, attached hereto on Attachment B, represent the estimated usage during the twelve (12) month period. This RFP defines the program, the products, and the services that are being sought from the Vendor and outlines the contract requirements.

Timely submitted RFP Responses will be evaluated by a Selection Committee to ascertain the Vendors’ respective qualifications, based on the criteria established in this RFP. Following the Selection Committee’s determination of which Vendors meet or exceed the qualifications standards set forth in this RFP is the sole and exclusive discretion of the Selection Committee. Vendors deemed qualified may be requested to participate in an interview with the Selection Committee as part of the process for selection and retention of the Vendors. The Selection Committee will make its recommendations to the Governing Board. The RFP will be awarded to one (1) Vendor. A second Vendor may be awarded a contract as a backup; a backup Vendor, if awarded, a second vendor will only be used when the primary Vendor is unable to deliver the items ordered by the District on a regularly scheduled delivery date. Furthermore, in the event that the primary Vendor is unable to fulfill the contract requirements thus result in a cancellation of the original contract between the primary Vendor and the District. A backup Vendor may enter into a contract with the District upon mutual agreement without resubmitting another proposal. Proposals made in this RFP by the backup Vendor shall stay effective till the end of the contract term.

- 1.2. Scope of Services (Pizza). The selected Vendor will partner with the District, over the term of the contract to procure and deliver Pizza to sites designated within the District. Additional product and service requirements are outlined within the RFP.

- 1.1.1. Obtaining RFP. The RFP Documents are available at the location stated above or may be downloaded from the District’s website: <https://do.bonita.k12.ca.us/District/Business-Services/Purchasing/index.html>. Any and all addenda issued shall be posted on the District’s website no later than three (3) days prior to date scheduled for the bid opening. It is Vendors’ sole responsibility to download any and all addenda prior to the date for submittals of RFP Responses and to acknowledge its receipt and review of the addenda in its RFP Response. Vendor’s failure to acknowledge receipt and review of the addenda in its RFP Response shall render the RFP Response as non-responsive.

- 1.1.2. Documents Accompanying RFP Response. Each RFP Response shall be submitted with the following documents. All information or responses of a Vendor in its RFP Response and other documents accompanying the RFP Response shall be

complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Vendor shall be grounds for the District to reject such Vendor's RFP Response for non-responsiveness.

Non-Collusion Affidavit	Certification Regarding Lobbying
Certificate of Workers Compensation Insurance	Certification Regarding Debarment, Suspension and Ineligibility
Drug-Free Certification	Disclosure of Lobbying Activities
Certificates of Insurance evidencing minimum insurance requirements	Iran Contracting Act of 2010 Compliance Affidavit

- 1.2. District RFP Contacts. Questions or other communications relating to this RFP shall be directed to the District at:

BONITA UNIFIED SCHOOL DISTRICT
 Attention: Shamica R. Nance
 Director, Purchasing/Warehouse
 115 West Allen Avenue
 San Dimas, CA 91773
 Email: snance@bonita.k12.ca.us

- 1.3. District Modifications to RFP. The District expressly reserves the right to modify any portion of this RFP prior to the latest date/time for submission of RFP Responses, including without limitation, the cancellation of this RFP. Modifications, if any, made by the District to the RFP will be in writing; potential Vendors who have obtained this RFP from the District prior to any such modifications will be issued modifications to the RFP by written addenda.
- 1.4. No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. No Vendor shall rely on any oral clarification or modification to the RFP.
- 1.5. Public Records. Except for materials deemed Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked "Confidential" or "Proprietary," all materials submitted in response to this RFP are deemed property of the District and public records upon submission to the District. Financial statements are not subject to disclosure under the Public Records Act. The foregoing notwithstanding, the District may reject for non-responsiveness the RFP Response of a Vendor who indiscriminately notes that its RFP Response or portions thereof are "Trade Secret" "Confidential" or "Proprietary" and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFP Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosures of the contents of any portion of a RFP Response deemed exempt from disclosure hereunder, by submitting a response to this RFP, each Vendor agrees to defend, indemnify and hold harmless the District in

any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

1.6. Errors/Discrepancies/Clarifications to RFP. If a Vendor encounters errors or discrepancies in this RFP or portions hereof, the Vendor shall immediately notify the District of such error or discrepancy. Any Vendor seeking clarification of any portion of this RFP shall submit the requested clarification in writing to the District. Responses of the District to any requested clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFP or other Vendors, the District will issue the clarification response by a written addendum distributed to all potential Vendors who have theretofore obtained this RFP from the District. All requests for clarification of this RFP must be submitted and actually received by the District no later than 3:00 P.M. on Tuesday, May 10, 2022; the District will not respond to clarification requests submitted thereafter. All communications to the District shall be as set forth in Paragraph 1.2 above.

1.7. RFP Response Costs. All costs and expenses incurred by a Vendor to prepare and submit a response to this RFP shall be borne solely and exclusively by the Vendor.

2. RFP Documents. In addition to this RFP and the documents referenced in paragraph 1.1.2, above, the following form a part of the RFP:

Attachment A	Qualifications Statement
Attachment B	Price Proposal, including List of Estimated quantities Pizza
Attachment C	Agreement for Pizza Service
Exhibit B	School Sites Delivery Information
Attachment D	Certifications and Disclosures

3. RFP Response

3.1. RFP Activities; Timeline. The following is a description of the principal activities to be completed under this RFP and the timeline for completion of each activity. The following notwithstanding, the District expressly reserves the right to amend the extent, nature or scope of RFP activities and/or the timeline for commencing/completing RFP activities.

Activity	Completion Date
RFP Posted	Thursday, April 28, 2022
RFP Advertised	Thursday, May 05, 2022
Last day for submittal of RFP Questions	Tuesday, May 10, 2022 3:00 PM
Responses to RFP Questions Issued	Thursday, May 12, 2022
Latest date and time for submittal of RFP Responses	Wednesday, May 18, 2022 10:45 A.M.
Student Taste Testing	Wednesday, May 18, 2022 10:45 A.M.
Board action to award Vendor Contracts	Wednesday, June 15, 2022

3.2. Submission of RFP Responses.

3.2.1. Latest Date/Time for Submission of RFP Response. **The latest date/time for submission of RFP Responses is set forth in Paragraph 3.1.** RFP Responses which are not actually received at the Receptionist Desk of the District Office at or prior to the latest date/time for submission of RFP Responses will be rejected by the District for non-responsiveness. Vendors are solely responsible for the timely submission of RFP Responses. Vendors are advised that the District utilizes a centralized mailroom for the receipt of items transmitted by United States Mail and private courier services, including FedEx, California Overnight, DHL, etc. Items received in the centralized mailroom will be distributed to the intended recipients only as part of the mailroom's daily delivery routine. A response to this RFP which is received in the District's central mailroom will not be deemed received by the District's Receptionist until delivery of such item is effectuated to the office of the District's Receptionist. Accordingly, Vendors are encouraged to personally delivery RFP Responses directly to the District Office Receptionist's Desk or to retain a private service to personally deliver RFP Responses to the District's Office Receptionist Desk.

3.2.2. Location for Submission of RFP Response. RFP Responses shall be enclosed and sealed in an envelope or container bearing the title of the RFP, the RFP number and the name of the Vendor, and delivered via personal delivery or U.S. Postal service or UPS or FedEx or other overnight carrier addressed to:

BONITA UNIFIED SCHOOL DISTRICT
 Attention: Shamica R. Nance
 Director, Purchasing/Warehouse
 115 West Allen Avenue
 San Dimas, CA 91773

EMAIL OR FAXED STATEMENTS OF QUALIFICATION/PROPOSAL WILL NOT BE ACCEPTED.

3.3. RFP Response Contents/Format.

3.3.1. RFP Response. All materials submitted in response to this RFP shall be on 8 ½" x 11" paper, preferably in portrait orientation, 12 point (or larger) Arial, Calibri or Times New Roman font with 1" page margins on all sides. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the Statement of Qualification and Proposal. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFP Response which correspond to the RFP Response Format described in Paragraph 3.4 below.

3.3.2. Additional Materials. Vendors are not prohibited but are discouraged, from submitting materials **in addition** to those specifically responding to the matters noted in Paragraph 3.4 below. If a Vendor elects to submit materials with its RFP Response which are in addition to the matters described in Paragraph 3.4 below, the Vendor shall separately bind all such additional materials from the RFP Response addressing the matters set forth in Paragraph 3.4.

3.3.3. Copies of RFP Response. Each Vendor shall submit one (1) complete electronic version on a flash drive, one (1) original and one (1) copy of their respective RFP Responses.

3.4. RFP Response Format/Contents. Each RFP Response must conform to the following described format and must include the content described below. Failure of a Vendor to submit its RFP Response in a format and with content conforming to the following requirements will be a basis for the District's rejection of such RFP Response for non-responsiveness.

3.4.1. Cover Sheet. Identify the submittal as the Response to this RFP and an identification of Vendor submitting the RFP Response along with Vendor's address, telephone number and email addresses of the Vendor's principal contacts in connection with this RFP or the RFP Response.

3.4.2. Letter of Interest. Include RFP number in the beginning of the letter, together with a brief statement of interest and summary of relevant qualifications to engage in a professional relationship with the Bonita Unified School District including the following statements: "I certify that I have read the attached RFP and accompanying instructions and that I am authorized to commit the firm to the proposal submitted." Provide contact information, including the telephone number, and email address for the personnel of the Vendor who will be receiving notices and other communications from the District regarding the RFP. The letter of interest should be bound with other materials responding to this RFP.

3.4.3. Table of Contents. Include a Table of Contents reflecting each of the following sections of the RFP Response:

Tab 1; Statement of Qualifications. Complete the Qualifications Statement attached as Attachment A to this RFP for the Vendor.

Tab 2; Relevant Project Experience. Provide additional details of Vendor's experience identified in the Qualifications Statement which reflect the skills, experience, proven track record and other qualifications of the Vendor in successfully performing and providing Vended Meal services for this exact nature. This section of the RFP Response shall not exceed ten (10) pages.

Tab 3; Proposed Management Team. Identify the key members of the Vendors' staff that will be assigned to oversee and manage District's Pizza Agreement. For each managing member of the Vendors' organization provide brief descriptions of the relevant qualifications and background. Include an organization chart illustrating the relationships: (i) among the Vendor's proposed Management Team; and (ii) between the proposed Management Team and the District.

Tab 4; Project Personnel Resumes. Provide a current resume for each member of the Vendor's personnel identified in Tab 3, Proposed Management Team.

Tab 6; Financial Statement. Includes a current financial statement for the Vendor. Financial Statements must be reviewed by a California licensed Certified Public Accountant.

Tab 7; Insurance Certificates. Provide copies of Certificates of Insurance for the Vendor. Required Certificates of Insurance and minimum coverage amounts for each policy of insurance are as set forth below.

Required Insurance Policy Certificate	Minimum Vendor Coverage Amount
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Comprehensive General Liability (including property damage)	Two Million Dollars (\$2,000,000) per Occurrence Four Million Dollars (\$4,000,000) Aggregate OR One Million Dollars (\$1,000,000) per Occurrence Two Million Dollars (\$2,000,000) Aggregate AND Umbrella Excessive Liability Four Million Dollars (\$4,000,000) Aggregate
Automobile Liability	Five Million Dollars (\$5,000,000)

Tab 8; Agreement Comments. Included with this RFP as Attachment C is the Agreement for Pizza Service. Vendors must thoroughly review the Agreement and indicate in Tab 8, their acceptance of all terms and conditions of the Agreement, without conditions, qualifications or reservations or identify any term or condition of the Agreement which the Vendor requests modification, amendment to existing provisions, insertion of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, the RFP Response must set forth the complete text of the requested amendment or addition. Any Vendor's RFP Response that does not identify modifications to terms or conditions of the attached Agreement will be deemed to have agreed to and accepted all terms and conditions set forth therein, if the Vendor is awarded the Agreement.

Tab 9; Proposal. Complete the form Price Proposal, including the estimated quantities of Pizza (RFP, Attachment B). ***There shall be no minimums in dollar value or case counts.*** The prices quoted must be based on the quoted price for all Pizzas during the term of the Agreement. Alternate proposals will be rejected. Proposals stating "as specified" or "will negotiate" or "to be determined" or similarly vague language will be considered non-responsive and will be subject to rejection. Errors in the bid price computation on the proposal form do not relieve Vendor from holding price. Verification and veracity of prices submitted in the Proposal is the sole responsibility of Vendor. All delivery charges shall be included in the pricing. ***Absolutely no fuel surcharges will be accepted under the Agreement and the addition of such charges shall not be permitted during the term of the Agreement.***

Tab 10: Other Required Documents. All Documents required to be submitted with RFP Response and identified in the Required Documents list at page 6.

4. Samples. Samples of the Pizzas will be required for evaluation and taste testing. Samples will be required to be delivered to the District at the bidder's expense. Vendors are hereby notified to have samples ready and submitted for prompt evaluation on the day and time of the proposal opening. Requested samples which cannot be provided at that time may not be considered for award.

Sample Requirements:

- ✓ **One (1) 16" Cheese Pizza cut 8 slices**
- **One (1) 16" Cheese Pizza cut 10 slices**
- ✓ **One (1) 16" Pepperoni Pizza cut 8 slices**
- **One (1) 16" Pepperoni Pizza cut 10 slices**

5. RFP Evaluations.

5.1. General. Timely submitted RFP Responses will be independently reviewed by each member of the Selection Committee. A Response to the RFP which does not comply with the requirements of this RFP will be subject to rejection for non-responsiveness.

5.2. Evaluation and Selection Process. Selection of qualified Vendors will be on the basis of the criteria listed below, as well as the quality and completeness of the submitted proposal, experience and expertise with public agencies and similar types of efforts, current and past performance as evidenced by current/former districts and references. Subject to the provisions herein, the Contract award will be made to the responsible Vendor with the "highest scored," responsive Proposal, giving appropriate consideration to the evaluation factors stated herein. The District further reserve the right to contract the work with whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of District may require. All proposals submitted in response to this RFP will be administered in the following manner:

5.3. Evaluation Criteria. After the opening of proposals, a RFP Selection Committee representing District will score the proposals based on the following evaluation criteria by which each RFP Response will be evaluated and the relative weight of each evaluation criteria out of 100 points.

5.3.1. Relevant Experience and Ability (20 points). The Vendor and its proposed Management team (along with personnel of the Vendor) will be evaluated based on experience as Pizza Vendors, specifically to meet Agreements for Pizza Service for the District, and its ability to meet the District's requirements and fulfill the District's ordering requirements within the stated delivery schedules.

5.3.2. Responsiveness to RFP (15 points). The District will evaluate the Vendor's responsiveness to the requirements of this RFP.

5.3.3. Client Responsiveness (20 points). The District will evaluate the prior experience and success of the Vendor and its proposed Management team to establish effective working relationships within the setting of California school districts, including the relationships with management, administrative, technical and staff of prior and existing clients. The District may perform investigations of the Vendor that extend beyond contacting the references identified in the proposals.

- 5.3.4. Taste Test (20 points). Vendor must bring the required Pizza samples to the mandatory taste test. A committee shall rank vendors on quality, visual appearance and taste.
- 5.3.5. Price Proposal (25 points). The District will evaluate each Vendor's proposed pricing. The District reserves the right to award to the lowest responsible, responsive Vendor proposal meeting all the criteria specified in the RFP. The District's determination of a Vendor's responsibility shall include Vendor's ability to prepare and deliver the required number of Pizzas on days needed to the District's various school sites, past performance, product quality, and taste.
- 5.4. Investigation and Verification of Qualifications. The committee may investigate and verify the qualifications of any bidder under consideration, require confirmation of information furnished by a bidder, and require additional information and/or evidence of qualifications to perform the services described in the RFP. The committee shall have the right to inspect the distribution facility or facilities and equipment to be utilized by the interviewed Vendor.
- 5.5. Vendor Interviews. The District may, in its sole discretion, interview one Vendor without further discussion, or interview multiple Vendors. The District is not obligated to invite any or all finalists for an interview. Interviews, if conducted by the selection committee, will generally consist of no more than fifteen (15) minutes for Vendors' presentation, followed by questions posed by the Selection Committee. Total time of each interview will not exceed one (1) hour. If requested by the Selection Committee, any Vendor invited to participate in the interview process shall have present at the interview its key management personnel identified in the Vendor's RFP Response. The order of vendors to be interviewed will be selected randomly.
- 5.6. Committee Recommendation. The Selection Committee will make a recommendation to the Bonita Unified School District's Superintendent and Board of Education for the award of the Pizza Service Vendor Contract. Bonita Unified School District, as a whole will be the sole judge of merit and not necessarily accept the lowest price offered. Bonita Unified School District will issue an Intent to Award letter to the successful vendor. The award will be formally made by the Bonita Unified School District Superintendent and Board of Education in a timely manner. In the event that a second vendor is awarded as a backup, Bonita Unified School District will mail an Intent to Award letter to the backup vendor in the same manner.
- 5.7. Award of Vendor Contract(s). Any recommendation of the Selection Committee notwithstanding, action to award Vendor Contracts is vested solely in the District's Board of Education. The District reserves its right to reject all RFP Vendors. The District reserves the right to contract with any entity responding to this RFP, to reject any proposal as non-responsive, and not to contract with any Vendor for the services described herein. The District makes no representation that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFP. The District may take into account the performance of the Vendor with respect to any recent contract(s) with other school districts. The District intends to select the most responsive and responsible vendor that will best meet the District's needs for procurement and delivery of Pizza for the period of July 1, 2022 through June 30, 2023.

The District, however, reserve the right to reject any one or all proposals, to waive any informality or irregularities in any proposals or in the bidding, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the most responsible proposal MEETING ALL THE CRITERIA SPECIFIED IN THE PROPOSAL. The District further reserve the right to not necessarily purchase all items and/or quantities listed in the RFP document. The quantities listed are estimates to the needs of the District and may be adjusted to meet the actual needs, when Vendor hereby agrees and acknowledges that monies utilized by the District to fulfill bid requirements is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and/or limit quantities of items due to non-availability or non-appropriation of sufficient funds or unplanned school closures.

- 5.8. Restrictions on Lobbying and Contact. From the period beginning with the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this RFP, the evaluation or selection process and/or the award of the contract with any member of the District's Board of Trustees, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.

[END OF SECTION]

QUALIFICATIONS STATEMENT (RFP Attachment A)

This Qualifications Statement must be completed by each Vendor and executed by an authorized employee of the Vendor. Failure of a Vendor to submit the completed and executed Qualifications Statement concurrently with the Vendor's RFP Response will render the RFP Response non-responsive and rejected.

1. Vendor Information

1.1. Vendor Name. _____

1.2. Vendor Address: _____

Telephone: _____

E-mail: _____

Web Address: _____

1.3. Form of Entity. Check appropriate box.

☐ Corporation

(State of Incorporation & Corporate Registration No.)

☐ Partnership

(Describe type of partnership i.e., general partnership, limited partnership)

☐ Limited Liability Company

☐ Limited Liability Partnership

☐ Joint Venture

(Identify each member of Joint Venture and form of entity of each Joint Venturer)

☐ Sole Proprietorship

(Identify all equity owners)

1.4. Contact Person.

Name	
Street Address/City/State	
Phone	
Email Address	

1.5. Years in Business. The Vendor has provided Pizza under Vendor's current trade/business name. _____

1.6. Prior Trade/Business Name. Has the Vendor, in the prior ten (10) years conducted business under a trade name or business name that is different than the Vendor's current trade/business name?

☐ Yes ☐ No

If "Yes" identify all prior trade/business names used by Vendor in the prior ten (10) years:

2. Financial.

2.1. Your firm's Federal Tax Identification Number: _____.

2.2. State your firm's gross revenues for each of the last three years:

2.3. State your firm's net revenues for each of the last three years:

2.4. The Vendor has the following net worth, computed as total assets minus current liabilities:

Vendor's Total Assets: \$ _____

Vendor's Current Liabilities: < _____ >

Vendor's Net Worth: \$ _____

3. Prior and Current Experience. Provide a summary of Vendor's California School District contracts serviced by the Vendor within the past five (5) years through and including the present date. Complete the matrix below for each Agreement Contract performed or currently being performed by Vendor:

Client name	
Client Business Address and Email Address	
General description of products provided	
Dates of Vendor Services (beginning and end dates)	
Approximate annual dollar value of Vendor Services	
Client Contact Person	Name: _____

	Position/Title _____
	Address _____

	Phone _____
	Email _____

Client name	
Client Business Address and Email Address	
General description of products provided	
Dates of Vendor Services (beginning and end dates)	
Approximate annual dollar value of Vendor Services	
Client Contact Person	Name: _____ Position/Title _____ Address _____ _____ Phone _____ Email _____ _____

(Photocopy this form as necessary)

4. Essential Minimum Qualifications. Any response of a Vendor indicating “not qualified” to the following minimum qualifications criteria will result in rejection of the Vendor’s RFP Response for failure to meet minimum qualifications criteria.

4.1. Vendor has a current Comprehensive General Liability policy of insurance with coverage limits of at least Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate OR at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) AND Umbrella Excessive Liability Insurance of at

least Four Million Dollars (\$4,000,000) in the aggregate.

- ☐ Yes
☐ No (not qualified)

4.2. Vendor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.

- ☐ Yes
☐ No (not qualified)

4.3. Vendor has obtained a current Workers Compensation policy of insurance with coverage limits in accordance with applicable law.

- ☐ Yes
☐ No (not qualified)

4.4. Vendor has prior experience providing Pizza to a California school district.

- ☐ Yes
☐ No (not qualified)

4.5. At any time during the last five (5) years, has Vendor or any predecessor to the Vendor been convicted of a crime involving any federal, state, or local law related to a private or public agreement?

- ☐ Yes (not qualified)
☐ No

4.6. At any time during the last ten (10) years, has the Vendor or any predecessor to the Vendor been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?

- ☐ Yes (not qualified)
☐ No

4.7. Within the past five (5) years, one or more agreement(s) to provide Pizza to which Vendor was a party to have been terminated for default of the Vendor.

- ☐ Yes (not qualified)
☐ No

4.8. The Vendor is currently in bankruptcy or has been in bankruptcy within the past three (3) years.

- ☐ Yes (not qualified)
☐ No

5. Claims and Disputes.

5.1. Vendor Claims Against School Districts. Within the past ten (10) years, has the Vendor or Vendor's predecessor(s) filed any civil action, arbitration, or other administrative action against a school district resulting in a judgment, settlement, or arbitration award against the district?

- ☐ Yes ☐ No

If "Yes" on a separate attachment, provide details of: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) date on which the reportable event occurred; (vi) judgment, settlement or arbitration award.

- 5.2. Vendor Reported Claims. Within the past ten (10) years, has the Vendor or Vendor's predecessor(s) been deemed liable for any civil action judgment, settlement, arbitration award, or administrative action resulting in a judgment, settlement, or arbitration award against the Vendor or Vendor's predecessor in any action alleging fraud, deceit, negligence, incompetence, or recklessness in connection with any Vendor Agreement, where the judgment, settlement, or arbitration award was five thousand dollars (\$5,000) or greater?

☐ Yes

☐ No

If "Yes" on a separate attachment, provide details of: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) date on which the reportable event occurred; (vi) judgment, settlement or arbitration award.

- 5.3. Liability Insurer Reported Claims. Within the past ten (10) years, has any liability insurer for the Vendor made any payment by the liability insurer of any civil action judgment, settlement, arbitration award, or administrative action resulting in a judgment, settlement, or arbitration award against the Vendor or Vendor's predecessor in any action alleging fraud, deceit, negligence, incompetence, or recklessness in connection with any Meal Vendor or Vended Meal Agreement, or similar agreement by another name, where the judgment, settlement, or arbitration award was five thousand dollars (\$5,000) or greater?

☐ Yes

☐ No

If "Yes" on a separate attachment, provide details of: (i) parties involved; (ii) the court or agency name; (iii) docket number; (iii) the claim or file number; (iv) amount of judgment, settlement or arbitration award; and (v) amount paid by liability insurer.

- 5.4. Pending Liability Claims and Disputes. The Vendor is presently engaged in a claim, dispute or disagreement which asserts the negligence or liability of Vendor in connection with products and/or services provided by or through Vendor for any public or private agreement.

☐ Yes

☐ No

If "Yes" provide details, including without limitation: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) amount in controversy; (vi) contact information (name, address, phone and email address) for each party pursuing a pending claim against the Vendor.

- 5.5. Pending Payment Claims and Disputes. The Vendor is presently engaged in a claim, dispute or other disagreement relating to or arising out of a private or public contract Vendor's products and/or services in which the Vendor is seeking additional compensation.

☐ Yes

☐ No

If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.

5.6. Bankruptcy. The Vendor has been in bankruptcy during the last ten (10) years?

☐ Yes

☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Vendor. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Qualifications Statement and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Qualifications Statement. The undersigned declares and certifies that the responses to this Qualifications Statement are complete and accurate; there are no omissions of material fact or information that would render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Vendor acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Response shall be deemed non-responsive and the Vendor will not further participate in the RFP process.

Executed this ____ day of _____ 20__ at _____
(City and State)

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

(Signature)

(Name and Title)

**PRICE PROPOSAL
(RFP Attachment B)**

Vendor: _____

The above-identified Vendor submits the following Proposal for procuring and delivering fresh Pizza for the Bonita Unified School District, inclusive of all schools identified on RFP Attachment B.

- 1. Proposed Prices.** Vendor proposed the following unit pricing, inclusive of all delivery costs and expenses, as detailed on the List of Estimated quantities of the Pizza, attached Proposal Form Pricing Sheet.

There shall be no minimums in dollar value or case counts. The prices quoted must remain the same for all products during the term of the Agreement. Alternate proposals will be rejected. Proposals stating “as specified” or “will negotiate” or “to be determined” or similarly vague language will be considered non-responsive and will be subject to rejection. Errors in the bid price computation on the proposal form do not relieve Vendor from holding price.

Proposals are to be verified before submission, as they cannot be corrected after proposals are opened. The signatures of all persons authorized to sign the bid shall be in longhand. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid. Bidders shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. Verification and veracity of prices submitted in the Proposal is the sole responsibility of Vendor. Absolutely no fuel surcharges will be accepted under the Agreement and the addition of such charges shall not be permitted during the term of the Agreement.

- 2. Reimbursable Expenses.** There shall be no reimbursable expenses. The pricing methodology proposed in Section 1 above includes all costs, expenses and other charges for procuring and delivering the Pizza.

3. Other Terms.

3.1. No Minimums. **There shall be no minimums in dollar volume or case counts.** The District shall not be obligated to purchase or reimburse the Vendor for any inventory or any products should purchases vary from the anticipated purchase patterns or if Agreement expires or is terminated.

3.2. Number of Pizzas Ordered. District shall notify Vendor of the number of Pizzas to be delivered for each school site no less than 1 business day prior to the required delivery. The District shall be obligated to pay for the number of Pizzas requested even if not served.

3.3. Price Adjustments. Should the Vendor sell these products under the same quality and similar terms and conditions, at a lower price during the term of the Agreement, the price shall be applicable the District. Failure to advise the District in writing within ten (10) day of price reduction to another purchaser may be cause for cancellation of the Agreement.

3.4. No Fuel Surcharges. Absolutely no fuel surcharges will be accepted under the Agreement and the addition of such charges shall not be permitted during the period of the term of this Agreement.

3.5. All Procurement and Delivery Costs. Vendor pricing shall include all costs to procure and deliver fresh Pizza to the District's thirteen (13) Schools.

3.6. Limited Withdraw of Proposal Price. Vendor's Price Proposal shall remain in effect and cannot be withdrawn for a minimum of sixty (60) days from the District's RFP Response submission date.

4. Requisite Licensing. Vendor hereby warrants that the bidder has all appropriate licenses and/or permits to perform the work as specified in the proposal documents and that such licenses and permits will be in force and effect throughout the Agreement.

5. Required Documentation:

5.1. A checklist for required RFP forms is included in this RFP. Complete and submit the Required Documentation Checklist with this proposal and certify compliance in providing the following by checking below:

- ☐ **Product Recall Program.** A copy of the Vendor's Product Recall Program must be submitted with this proposal.
- ☐ **Disaster Contingency Plan.** A copy of the Vendor's Disaster Contingency Plan must be submitted with this proposal.
- ☐ **Hazard Analysis Critical Control Point (HACCP) Plan.** Vendor on this contract must have a HACCP Program in place for the company. A copy of the Vendor's HACCP Plan must be submitted with this proposal.
- ☐ **Food Security and Safety Program.** A copy of the Vendor's Food Security and Safety Program must be submitted with this proposal. Copies of the Vendor two (2) most recent health inspection reports conducted by local Health Department authorities must be submitted with this proposal.
- ☐ **Suspension and Debarment Certification.** This form must be completed and submitted with this proposal. Proposals received without these forms/certifications will not be considered.
- ☐ **Certification Regarding Lobbying / Disclosure of Lobbying Activities.** This form must be completed and submitted with this proposal. Proposals received without these forms/certifications will not be considered.
- ☐ **Iran Contracting Act of 2010 Compliance Affidavit.** Pursuant to the Iran Contract Act of 2010 (Public Contract Code 2200-2208), Vendors/Bidders are ineligible to bid on or submit a proposal for any contract with a public entity for goods or services of one million dollars (\$1,000,000) or more if the Vendor/Bidder engages in investment activities in Iran. For bids \$1,000,000 or more, bidders must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contracting Act of 2010 Compliance Affidavit attached and submit with their proposal at the time of bid. Failure to do so may deem your bid non-responsive.

5.2. All foods must meet the USDA's "All Foods Sold in Schools" Nutrition Standards.

6. Additional Information. On a separate sheet of paper, respond to the following inquiries:

6.1. Delivery Days and Hours. Will Vendor be able to meet the specified delivery days and hours required by the District as set forth in Exhibit A, if not, attach a propose delivery Schedule for the District

6.2. Delivery Vehicle Fleet.

6.2.1. What is the current make up of Vendor's delivery vehicle fleet? Please include the number of delivery vehicles in Vendor's fleet, together with the year, make, and model of each delivery vehicle. *Vehicles and transport packaging containers must be capable of maintaining Pizza at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored.*

6.2.2. Please describe Vendor's vehicle preventative maintenance program. *Minimum Requirements: All vehicles and containers used for transporting Pizza must be kept clean and maintained in good repair and condition in order to protect Pizza from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.*

6.2.3. Please describe Vendor's preventative measures for pest infestation. Products shall be delivered free of infestation including but not limited to larvae and rodent droppings.

6.2.4. How does Vendor handle deliveries to sites without loading docks?

6.3. List of Products Vendor Keeps "In Stock." Include a list of products Vendor regularly keeps in stock.

6.4. Fill Rate. What is the lead time Vendor requires for orders that ensures a 99.5% fill rate? What is Vendor's TYPICAL "fill rate" to its customers? Please explain how Vendor calculates this fill rate.

6.5. Emergencies. How will emergency deliveries be handled? What process does Vendor follow if its driver forgets to deliver a product or shorts the site a product? What is Vendor's procedure for notifying the customer of shortages?

6.6. Vendor Reports. Please describe the reports that Vendor makes available to its customers (e.g. monthly usage, data analysis, business intelligence, monthly pricing etc.) and how the District can access these reports.

6.7. Discounts. Does Vendor offer a percentage discount for early payment made? If yes, please state terms for discount.

6.8. Copies. Vendor shall submit an electronic copy of its RFP Response on a flash drive, together with two (2) paper copies of the submitted proposal documents.

Acknowledgment and Confirmation. The Vendor has read the Request for Proposals in its entirety, together with all Attachments, and certifies that it has a full and complete understanding of the Vendor products and services required for the Agreement. The Vendor certifies that all proposed personnel are duly certified, licensed, approved and otherwise qualified to complete

obligations under the Vendor Agreement and the Vendor services assigned to such personnel, if the Agreement is awarded to Vendor. The undersigned: (i) has reviewed and verified the accuracy and completeness of the foregoing Proposal and (ii) is authorized to bind and commit Vendor to the foregoing Proposal.

By: _____
(Signature of Vendor's Authorized Officer
Or Representative)

(Typed or Printed Name)

Title: _____

Date: _____

PROPOSAL PRICING SHEET
(Estimated Quantities of Pizza)

Product specifications are based on the CDE requirements for pizzas served as part of the National School Lunch Program with no exception or compromise, therefore, substitutions will not be accepted.

All items must meet the Nutrition Standards for Foods. Please see attached USDA "All Foods Sold in Schools" Standards.

****All quantities are estimates** based on each District's operational needs and it may become necessary to purchase more or less of the units specified.

Product Description	Est Annual Usage	Case Pack & Unit Size	Cost Per Unit
16" Cheese Pizza cut 8 slices	4000	Each	
16" Pepperoni Pizza cut 8 slices	7000	Each	
16" Cheese Pizza cut 10 slices	5000	Each	
16" Pepperoni Pizza cut 10 slices	7100	Each	

**CALIFORNIA DEPARTMENT OF EDUCATION
NUTRITION SERVICES DIVISION QUICK REFERENCE CARDS FOR
USDA “ALL FOODS SOLD IN SCHOOLS” STANDARDS**

USDA recently published practical, science-based nutrition standards for snack foods and beverages sold to children at school during the school day. The standards, required by the Healthy, Hunger-Free Kids Act of 2010, will allow schools to offer healthier snack foods to children, while limiting junk food.

The health of today’s school environment continues to improve. Students across the country are now offered healthier school meals with more fruits, vegetables and whole grains. The Smart Snacks in School standards will build on those healthy advancements and ensure that kids are only offered tasty and nutritious foods during the school day.

Smart Snacks in School also support efforts by school food service staff, school administrators, teachers, parents and the school community, all working hard to instill healthy habits in students.

QUICK REFERENCE CARDS

NON-CHARTER PUBLIC SCHOOLS**ELEMENTARY SCHOOL-FOOD RESTRICTIONS**

References: *Education Code* sections 49430, 49431, 49431.7; *California Code of Regulations* sections 15575, 15577, 15578; *Code of Federal Regulations* sections 210.11, 220.12

An elementary school contains no grade higher than grade 6.
Effective from midnight to one-half hour after the end of the official school day.

Applies to ALL foods sold to students by any entity.

Sold means the exchange of food for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

Compliant foods

Must meet one of the following general food standards:

- Be a fruit, vegetable, dairy, protein, or whole grain item* (or have one of these as the first ingredient), or
- Be a combination food containing at least ¼ cup fruit or vegetable.

AND must meet the following nutrition standards:

- ≤ 35% calories from fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo, fruit, non-fried vegetables, seafood), and
- < 10% calories from saturated fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo), and
- ≤ 35% sugar by weight (except fruit**, non-fried vegetables, dried fruit and nut/seed combo), and
- < 0.5 grams trans fat per serving (no exceptions), and
- ≤ 200 milligrams sodium per item/container (no exceptions), and
- ≤ 200 calories per item/container (no exceptions)

Paired foods:

- If exempt food(s) are combined with nonexempt food(s) or added fat/sugar they must meet ALL nutrition standards above.
- If two foods exempt from one or more of the nutrition standards are paired together and sold as a single item, the item must meet for trans fat, sodium, and calories.

* A whole grain item contains:

- The statement "Diets rich in whole grain foods... and low in total fat... may help reduce the risk of heart disease..." or
- A whole grain as the first ingredient, or
- A combination of whole grain ingredients comprising at least 51% of the total grain weight (manufacturer must verify), or
- At least 51% whole grain by weight.

** Dried blueberries cranberries, cherries, tropical fruit, chopped dates, or chopped figs that contain added sugar are exempt from fat and sugar standards. Canned fruit in 100% juice only.

CHECK YOUR DISTRICT'S WELLNESS POLICY FOR STRICTER RULES.

Groups or individuals selling foods/beverages to students must keep their own records as proof of compliance.

ELEMENTARY SCHOOL-BEVERAGE RESTRICTIONS

References: *Education Code* Section 49431.5, *California Code of Regulations* Section 15576, *Code of Federal Regulations* sections 210.10, 210.11, 220.8, 220.12

An elementary school contains no grade higher than grade 6.
Effective from midnight to one-half hour after the end of the official school day.

Applies to ALL beverages sold to students by any entity.

Sold means the exchange of beverages for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

A compliant beverage must be marketed or labeled as a fruit and/or vegetable juice, milk, non-dairy milk, or water AND meet all criteria under that specific category.

Compliant beverages:

1. Fruit or Vegetable juice:
 - a. ≥ 50% juice and
 - b. No added sweeteners
 - c. ≤ 8 fl. oz. serving size
2. Milk:
 - a. Cow's or goat's milk, and
 - b. 1% (unflavored), nonfat (flavored, unflavored), and
 - c. Contains Vitamins A & D, and
 - d. ≥ 25% of the calcium Daily Value per 8 fl. oz., and
 - e. ≤ 28 grams of total sugar per 8 fl. oz.
 - f. ≤ 8 fl. oz. serving size
3. Non-dairy milk:
 - a. Nutritionally equivalent to milk (see 7 CFR 210.10(d)(3), 220.8(i)(3)), must contain per 8 fl. oz.:
 - ≥ 276 mg calcium
 - ≥ 8 g protein
 - ≥ 500 IU Vit A
 - ≥ 100 IU Vit D
 - ≥ 24 mg magnesium
 - ≥ 222 mg phosphorus
 - ≥ 349 mg potassium
 - ≥ 0.44 mg riboflavin
 - ≥ 1.1 mcg Vit B12, and
 - b. ≤ 28 grams of total sugar per 8 fl. oz., and
 - c. ≤ 5 grams fat per 8 fl. oz.
 - d. ≤ 8 fl. oz. serving size
4. Water:
 - a. No added sweeteners
 - b. No serving size

All beverages must be caffeine-free (trace amounts are allowable).

ELEMENTARY SCHOOL-STUDENT ORGANIZATIONS

Reference: *California Code of Regulations* Section 15500

Student organization is defined as a group of students that are NOT associated with the curricula or academics of the school or district.
Effective from midnight to one-half hour after the end of the official school day.

Student organization sales must comply with all food and beverage standards AND all of the following:

1. Only one food or beverage item per sale.
2. The food or beverage item must be pre-approved by the governing board of the school district.
3. The sale must occur after the last lunch period has ended.
4. The food or beverage item cannot be prepared on campus.
5. Each school is allowed four sales per year.
6. The food or beverage item cannot be the same item sold in the food service program at that school during the same school day.

QUICK REFERENCE CARDS

Non-CHARTER PUBLIC SCHOOLS

MIDDLE/HIGH SCHOOL-FOOD RESTRICTIONS

References: Education Code sections 49430, 49431.2, 49431.7, California Code of Regulations sections 15575, 15577, 15578, Code of Federal Regulations sections 210.11, 220.12

A middle/junior high contains grades 7 or 8, 7 to 9, 7 to 10.

A high school contains any of grades 10 to 12.

Effective from midnight to one-half hour after the end of the official school day.

Applies to ALL foods sold to students by any entity.

Sold means the exchange of food for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

"Snack" foods must meet one of the following general food standards:

- Be a fruit, vegetable, dairy, protein, or whole grain item* (or have one of these as the first ingredient), or
 - Be a combination food containing at least ¼ cup fruit or vegetable.
- AND must meet the following nutrition standards:
- ≤ 35% calories from fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo, fruit, non-fried vegetables, seafood), and
 - < 10% calories from saturated fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo), and
 - ≤ 35% sugar by weight (except fruit**, non-fried vegetables, dried fruit and nut/seed combo), and
 - < 0.5 grams trans fat per serving (no exceptions), and
 - ≤ 200 milligrams sodium per item/container (no exceptions), and
 - ≤ 200 calories per item/container (no exceptions)

Paired foods:

- If exempt food(s) are combined with nonexempt food(s) or added fat/sugar they must meet ALL nutrition standards above.
- If two foods exempt from one or more of the nutrition standards are paired together and sold as a single item, the item must meet for trans fat, sodium, and calories.

"Entrée" foods must be intended as the main dish and be a:

- Meat/meat alternate and whole grain rich food, or
- Meat/meat alternate and fruit or non-fried vegetable, or
- Meat/meat alternate alone (cannot be yogurt, cheese, nuts, seeds, or meat snacks = these are considered a "snack" food).

AND

A competitive entrée sold by District/School Food Service the day of or the day after it appears on the reimbursable meal program menu must be:

- ≤ 400 calories, and
- ≤ 35% calories from fat
- < 0.5 grams trans fat per serving

A competitive entrée sold by Food Service if NOT on the menu the day of or day after or any other entity (PTA, student organization, etc.) must meet one of the following general food standards:

- Be a fruit, vegetable, dairy, protein, or whole grain item (or have one of these as the first ingredient), or
- Be a combination food containing at least ¼ cup fruit or vegetable

AND meet the following nutrition standards:

- ≤ 35% calories from fat, and
- < 10% calories from saturated fat, and
- ≤ 35% sugar by weight, and
- < 0.5 grams trans fat per serving, and
- ≤ 480 milligrams sodium, and
- ≤ 350 calories

* A whole grain item contains:

- The statement "Diets rich in whole grain foods... and low in total fat... may help reduce the risk of heart disease..." or
- A whole grain as the first ingredient, or
- A combination of whole grain ingredients comprising at least 51% of the total grain weight (manufacturer must verify), or
- At least 51% whole grain by weight.

** Dried blueberries cranberries, cherries, tropical fruit, chopped dates, or chopped figs that contain added sugar are exempt from fat and sugar standards. Canned fruit in 100% juice only.

CHECK YOUR DISTRICT'S WELLNESS POLICY FOR STRICTER RULES.

Groups or individuals selling foods/beverages to students must keep their own records as proof of compliance.

MIDDLE/HIGH SCHOOL-BEVERAGE RESTRICTIONS

References: Education Code Section 49431.5, California Code of Regulations Section 15578, Code of Federal Regulations sections 210.10, 210.11, 220.8, 220.12

A middle/junior high contains grades 7 or 8, 7 to 9, 7 to 10.

A high school contains any of grades 10 to 12.

Effective from midnight to one-half hour after the end of the official school day.

Applies to ALL beverages sold to students by any entity.

Sold means the exchange of beverages for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

A compliant beverage must be marketed or labeled as a fruit and/or vegetable juice, milk, non-dairy milk, water, electrolyte replacement beverage/sports drink, or flavored water AND meet all criteria under that specific category.

Compliant beverages:

1. Fruit or Vegetable juice:
 - a. ≥ 50% juice and
 - b. No added sweeteners
 - c. ≤ 12 fl. oz. serving size
2. Milk:
 - a. Cow's or goat's milk, and
 - b. 1% (unflavored), nonfat (flavored, unflavored), and
 - c. Contains Vitamins A & D, and
 - d. ≥ 25% of the calcium Daily Value per 8 fl. oz., and
 - e. ≤ 28 grams of total sugar per 8 fl. oz.
 - f. ≤ 12 fl. oz. serving size
3. Non-dairy milk:
 - a. Nutritionally equivalent to milk (see 7 CFR 210.10(d)(3), 220.8(i)(3)), and
 - b. ≤ 28 grams of total sugar per 8 fl. oz., and
 - c. ≤ 5 grams fat per 8 fl. oz.
 - d. ≤ 12 fl. oz. serving size
4. Water:
 - a. No added sweeteners
 - b. No serving size limit
5. Electrolyte Replacement Beverages (HIGH SCHOOLS ONLY)
 - a. Must be either ≤ 5 calories/8 fl. oz. (no calorie) OR ≤ 40 calories/8 fl. oz. (low calorie)
 - b. Water as first ingredient
 - c. ≤ 16.8 grams added sweetener/8 fl. oz.
 - d. 10-150 mg sodium/8 fl. oz.
 - e. 10-90 mg potassium/8 fl. oz.
 - f. No added caffeine
 - g. ≤ 20 fl. oz. serving size (no calorie) OR ≤ 12 fl. oz. serving size (low calorie)
6. Flavored Water (HIGH SCHOOLS ONLY)
 - a. Must be either ≤ 5 calories/8 fl. oz. (no calorie) OR ≤ 40 calories/8 fl. oz. (low calorie)
 - b. No added sweetener
 - c. No added caffeine
 - d. ≤ 20 fl. oz. serving size (no calorie) OR ≤ 12 fl. oz. serving size (low calorie)

All beverages must be caffeine-free (trace amounts are allowable).

MIDDLE/HIGH SCHOOL-STUDENT ORGANIZATIONS

Reference: California Code of Regulations Section 15501

Student organization is defined as a group of students that are NOT associated with the curricula or academics of the school or district.

Effective from midnight to one-half hour after the end of the official school day.

Student organization sales must comply with all food and beverage standards AND all of the following:

1. Up to three categories of foods or beverages may be sold each day (e.g., chips, sandwiches, juices, etc.).
2. Food or beverage item(s) must be pre-approved by the governing board of the school district.
3. Only one student organization is allowed to sell each day.
4. Food(s) or beverage(s) cannot be prepared on campus.
5. The food or beverage categories sold cannot be the same as the categories sold in the food service program at that school during the same school day.
6. In addition to one student organization sale each day, any and all student organizations may sell on the same four designated days per year. School administration may set these dates.

Attachment C
AGREEMENT FOR PIZZA SERVICE

This Agreement FOR Pizza Service ("Agreement") is entered into July 1, 2022 by and between **BONITA UNIFIED SCHOOL DISTRICT**, a California Public School District ("District") and _____ ("Vendor"); the District and the Vendor are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

WHEREAS, in or about April 28, 2022, the District issued a Request for Proposals ("RFP") pursuant to which the District solicited proposals from Vendors to provide Pizza for the National School lunch Program at the Bonita Unified School District.

WHEREAS, the Vendor submitted a written response to the RFP ("the RFP Response"); by this reference, the RFP and the RFP Response are incorporated into this Agreement.

WHEREAS, the District desires to retain Vendor to procure and deliver Pizza to the Bonita Unified School District's cafeterias identified on Exhibit B to the RFP titled "School Sites Delivery Information," which is incorporated herein by reference.

WHEREAS, Vendor represents that it is qualified and capable of performing the services and procuring and delivering fresh Pizza to the District's school sites in accordance with the District's delivery times.

WHEREAS, as required by the Laws and/or the nature of services provided, Vendor shall maintain, throughout the term of this Agreement, all permits and licenses for the food service facility in which it prepares or procures and stores the products/ingredients and shall ensure that all health and sanitation requirements of the California Retail Food Code are met at all times.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the District and Vendor agree as follows:

1. District(s) Objective

The Bonita Unified School District

- is seeking to redefine its food acquisition process to engage in a more effective least cost purchasing model to reduce overall food cost, taking into consideration all associated costs, including, without limitation, the costs of ensuring timely-delivery, product-availability and product quality;
- is seeking to improve the image of school meal program in our communities; is desiring to greatly affect the menu profitability through food purchasing;
- is seeking to craft one or more single multi-year contracts to address all of the District's needs with respect to Pizza product; and greatly value the quality and standard of the product.
- is seeking to enhance supply chain efficiencies through innovation; and
- is newly-receptive to marketing opportunities that could benefit both the District and its trading partners who are selected as a result of this RFP.

Safe, wholesome nutritious food is of the highest priority. Each firm selected must support the District in the removal of all non-value add cost and possess similar shared values and principles. Our intent is to reduce product cost by eliminating every penny of non-value adds through partnership and innovation.

The effort will also focus on providing a standardized commercially prepared product, streamlined through efficiency and flexibility with a user friendly process by eliminating steps which do not add value; exploring alternative methods; and evaluating the relationship of food service process structure and interaction. The goal of this procurement process is to deliver the highest quality products, as required by the CDE guidelines, available and drive profitability by controlling the entire system.

The District's intent is to enter into a long term professional relationship with the most responsive Vendor. We are looking for partners with experience, financial stability, whose technology will be kept up to date and that will be around and have effective customer service for years to come. Customer service is as important to the District as technology, supply chain efficiency, quality products and will have nearly as much weight in our final determination as price.

Once the sale is made and the implementation completed, a phone call once or twice a year will not be considered good customer service. An important element of good customer service is delivering products as needed on demand, in a timely manner; each and every time.

2. Vendor Responsibilities.

2.1. Relationship of Vendor to District's Cafeteria and Lunch Program. The Vendor's services hereunder shall be provided in conjunction with the District's Cafeteria and Lunch programs. The Vendor's services shall be limited to the procurement and delivery of the Pizza, and Vendor shall not participate in the distribution, sell, or service of the Pizza.

2.2. Vendor Independent Contractor Status. The Vendor is an independent contractor to the District. The express terms hereof set forth the limited extent to which Vendor is authorized to act on behalf of the District in its independent contractor capacity. The Vendor shall be liable for the consequences of Vendor's actions or conduct which exceeds the express limited scope of Vendor's authority to act on behalf of the District as set forth herein.

2.3. Vendor Standard of Care. Vendor and its Design Consultants shall provide the Meal Vendor services: (i) using their best professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for other agencies of the size, scope and complexity of the District; and (iv) in accordance with applicable standards of care regarding application and interpretation of applicable law, code, rule or regulation at the time services are rendered. Neither the Vendor nor its respective employees shall engage in any conduct or activity, accept any employment or compensation which actually or reasonably appears to compromise the Vendor's obligations to the District under this Agreement.

2.4. Vendor Representation. The Vendor shall designate a Customer Service Representative ("CSR") for the Term of the Agreement, who shall: (i) be reasonably satisfactory to the District; (ii) will not be replaced without notifying the District; (iii) shall have the overall responsibility for performance of Vendor's obligations hereunder; and (iv) be authorized to act on behalf of the Vendor in discharge of Vendor's services hereunder. During the Term of the Agreement, the Vendor's CSR shall be readily available to communicate by telephone, correspondence, in-person, e-mail or other means of communication as necessary to ensure proper administration of the Agreement.

2.5. Compliance with Regulatory Agencies. The Vendor shall respond to and comply with all requests relating to this Agreement made by any federal, state, regional or local governmental or quasi-governmental agency with jurisdiction over any portion of the Agreement, including without limitation, the California Department of Education Child Nutrition and Food Distribution Division and Department of Health.

3. General

3.1. Product Quality Control.

3.1.1. Permits; Licenses. Vendor shall maintain, throughout the term of this Agreement, and provide to the District a copy of all current permits and licenses required by California Law for the food service facility in which it prepares the Pizza and shall ensure that all health and sanitation requirements of the California Retail Food Code are met at all times. Vendor shall also provide to District a copy of its current Grade/Scope issued upon inspection by the City and/or County pursuant to its Restaurant/Market Grading System for retail food facilities.

3.1.2. Hazard Analysis Critical Control Point (HACCP). Vendor shall provide products from manufacturers with a HACCP system in place. Additionally, Vendor shall ensure that all products received under this Agreement shall be prepared, handled and stored in accordance with the health and sanitation standards for the County of Los Angeles or local city/county agency in which product was produced, State of California and/or Federal Government, whichever is higher. In the event of a product contamination issue, Vendor shall notify District, within twenty-four (24) hours, of such contamination and shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be included in Vendors HACCP Plan, Food Security and Safety Program, including Pest Control Policy.

3.1.3. Food Handling and Storage. Vendor shall follow appropriate handling and storage practices, including providing proof of established sanitation procedures, an active pest control program to assure proper information. Further, all containers and vehicles used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect Pizza from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

3.1.4. Health and Sanitation Standards. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Vendor's plant is located or by the applicable federal standards, whichever is higher.

3.1.5. District Site Visits. The District reserves the right to conduct a site inspection of Vendor's facility where Pizza are stored and transported. Site Inspections may

be made be conducted upon 24 hours' notice to Vendor.

- 3.1.6. Inferior Product. Vendor agrees to permit inspection of the delivered Pizza by a representative of the District's Food Service Department with the right of rejection of inferior merchandise. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight. The District's decision shall be final.
 - 3.1.7. No Substitutions. Any and all Pizza delivered during the Term of this Agreement shall be only the exact Pizza as requested by the District unless prior approval has been received to deliver alternate Pizza. The District will not allow substitutions that are not in compliance with the nutrition specifications for pizza served in schools.
 - 3.1.8. Right to Discontinue Service. The District reserves the right to discontinue service upon 24-hours' notice of all or any portion the Agreement for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold Vendor in default.
 - 3.1.9. Accurate Count. Vendor shall maintain, on a daily basis, an accurate count of the number of Pizza procured and delivered to each school site within the District.
- 3.2. Delivery Vehicle Condition. All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.
- Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored.
- Pizza product shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (CalCode).
- Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings.
- ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PARAMETERS WILL BE REJECTED.
- 3.3. Delivery of Pizza. Vendor shall deliver the pre-ordered Pizza to the District's schools on the days and times set forth on Exhibits A & B. Vendor acknowledges that the delivery times are of the essence as the students have limited scheduled lunch periods in which to be served and eat. Any and all questions or communications regarding the delivery of Pizza should be directed to the District's Director of Food Service. The District reserve the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the Term of the Agreement, and revise delivery times as required. All deliveries shall be accompanied by an invoice.
- 3.4. Delayed Deliveries. Once a mutually agreed upon delivery schedule is established between the Vendor and the District, timely delivery of all orders is expected. If the Vendor is unable to meet confirmed delivery schedule(s), as agreed upon, the District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. A "late delivery" is defined as a delivery outside of the agreed upon delivery window, whether it is early, or before the delivery window or late, or after the delivery window. Early deliveries may not be accepted as this could compromise the quality of the Pizza.

If, at any time, a delivery cannot be made within the scheduled time, the Vendor/Driver must notify the school/site to negotiate an alternate delivery time or day. The District will refuse unscheduled deliveries at the Vendor's expense. Frequent occurrences may result in cancellation of the Contract.

Buy American. "Buy American Provision Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, Vendors offering product and/or products ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased.

4. Recalls. The Vendor shall bear all costs incurred by the District resulting from product recall, including, but not limited to, any costs initially incurred for storage and transportation; pickup, transportation and storage of recalled product; and price differential for replacement product, if necessary, as determined by the District. Payment for all costs directly related to product recall shall be made within thirty (30) days of submission of invoice by the District.

5. Contract Price; District Payments.

- 5.1. Contract Price. The District shall pay to Vendor the Unit Price attached as Exhibit C to this Agreement, for all Pizza ordered, procured and delivered to the District's schools. **There shall be no minimums in dollar value or case counts.**

- 5.2. District Payments.

- 5.2.1. Vendor Billings to District. During the Term of this Agreement, Vendor shall submit monthly billing invoices to the District for payment of the Contract Price for Pizza Service procured and delivered to the District in the immediately prior month. Vendor's billings shall be in such form and format as may be reasonably requested by District.

- 5.2.2. District Payments to Vendor. Within thirty (30) days of receipt of Vendor's billing invoices, District will make payment to Vendor of undisputed amounts of the Contract Price due. The District may, however, withhold or deduct from amounts otherwise due Vendor hereunder if Vendor shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Vendor has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. Notwithstanding any provision of this Agreement

to the contrary, if the District shall, in good faith, dispute the amount due to Vendor under any billing invoice rendered by Vendor under this Agreement, the District may withhold from payment to the Vendor an amount equal to the disputed amount.

5.3. Accounting and Paperwork. Vendor Invoices will be furnished in triplicate and include delivery site, product name, quantity, unit size, and unit price. The original copy is to be kept by the Vendor.

5.3.1. Original - signed by person receiving material and retained by delivery site Contractor; Duplicates - shall be left at each location – Food Service copies.

5.3.2. The original invoice must be signed by the individual receiving the product and is to be left for the food service kitchen lead. An invoice signed by the food service lead or designee is required in order for the invoice to be processed for payment. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued within ten (10) operating days.

5.3.1. Statements for all goods purchased within a calendar month shall be made available on an individual school basis. Statements should be sent by the 5th of the month following the month of purchase. Statements must be available monthly in electronic format.

6. Insurance; Indemnity.

6.1. Vendor Insurance. At all times while providing or performing services under this Agreement, the Vendor shall obtain and maintain the policies of insurance described in this Section 5. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the Vendor while providing or performing services in shall be as set forth in this Agreement.

6.2. Workers Compensation and Employers Liability Insurance. Vendor shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Vendor shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Vendor. The Employer's Liability Insurance required of Vendor hereunder may be obtained by Vendor as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Vendor hereunder.

6.3. Commercial General Liability, Property Insurance and Automobile Insurance. Vendor shall purchase and maintain Commercial General Liability and separate Automobile Insurance as will protect Vendor from the types of claims set forth below which may arise out of or result from Vendor's services under this Agreement and for which Vendor may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Vendor's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to Vendor's obligations under this Agreement. District shall be an additional insured to Vendor's commercial general liability insurance policy.

6.4. Policy Endorsements; Evidence of Insurance. Vendor shall deliver Certificates of Insurance to the District evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified or canceled without at least thirty (30) days advance written notice to the District.

6.5. Vendor's Insurance Minimum Coverage Amounts. Minimum coverage amounts for policies of insurance to be obtained and maintained by the Vendor are:

Insurance Policy	Minimum Coverage Limit
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Comprehensive General Liability	Two Million Dollars (\$2,000,000) per Occurrence Four Million Dollars (\$4,000,000) Aggregate OR One Million Dollars (\$1,000,000) per Occurrence Two Million Dollars (\$2,000,000) Aggregate AND Umbrella Excessive Liability Four Million Dollars (\$4,000,000) Aggregate
Automobile Liability	Five Million Dollars (\$5,000,000)

6.6. Vendor Indemnity. To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless the District and its employees, officers, Board of Education, Trustees, agents and representatives (collectively "the Indemnified Parties") from any and all claims, actions, demands, losses, responsibilities or liabilities for: (i) injury or death of Vendor's employees arising out of this Agreement; (ii) injury or death of persons, damage to property, or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct of Vendor, its employees, agents and representatives of Vendor in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, reasonable attorneys' fees and costs incurred by the Indemnified Parties and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

7. Term; Termination.

7.1. Term. The initial term of the Agreement is one (1) year. Agreement shall begin on July 1, 2022 and continue in full force and effect through June 30, 2023. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.

7.2. Time. Vendor's services shall be completed by the Vendor in a prompt and diligent manner as is consistent with professional skill and care. The District's delivery schedules shall be agreed upon between the District and the Vendor, the Vendor's performance and delivery of Pizza shall be in accordance with such schedule. The Vendor shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the Vendor to deliver Pizza in accordance with an agreed upon schedule, provided that the Vendor's liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the Vendor.

7.3. Termination for Default. Either the District or Vendor may terminate this Agreement upon three (3) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the fourth (4th) day following the date of the written termination notice, unless during such three (3) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Vendor if: (a) Vendor becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Vendor or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Vendor or any of Vendor's property on account of Vendor's insolvency; or (b) if Vendor disregards applicable laws, codes, ordinances, rules or regulations. If District exercises the right of termination hereunder, the Contract Price due the Vendor, if any, shall be based upon the Pizza procured and delivered, but not invoiced and paid as of the date of termination, reduced by the District's prior payments of the Contract Price due for losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Vendor shall remain responsible and liable to District for losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Vendor's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Vendor hereunder.

7.4. District's Right to Suspend. The District may, in its discretion, suspend all or any part of the Vendor's services; provided, however, that if the District shall suspend Vendor's services for a period of sixty (60) consecutive days or more, the District may terminate the contract.

7.5. District's Termination for Convenience. The District may, at any time, upon seven (7) days advance written notice to Vendor terminate this Agreement for the District's convenience and without fault, neglect or default on the part of Vendor. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Vendor or such other time as the District and Vendor may mutually agree upon. In such event, the District shall make payment of the Contract Price to Vendor for product provided through the date of termination plus actual costs incurred by Vendor directly attributable to such termination but in no event shall the actual costs exceed One Thousand Dollars (\$1,000.00).

8. Miscellaneous.

8.1. Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Vendor.

8.2. Audits and Inspections. Vendor shall submit to third party audits and/or inspections initiated by the District during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Vendor must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period. Vendor is required to retain all required records for three (3) years after final payment and all other pending matters (audits), for this contract, are closed.

8.3. Force Majeure. The parties to the proposal will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by "Act of God", fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials,

products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party provided that it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

- 8.4. Fingerprinting. Vendor shall comply with all provisions of Education Code Section 45125.1 Vendor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District's facilities for purposes of providing services covered by this proposal during normal District hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Vendor will provide the District with a list of all employees providing services pursuant to this RFP. In the alternative, Vendor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other facilities during normal district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.
- 8.5. Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Vendor and District hereunder.
- 8.6. Severability. If any provision of this Agreement is deemed illegal, invalid, unenforceable, or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.
- 8.7. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or Vendor hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by the other.
- 8.8. Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Vendor and the District. Neither Vendor nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 8.9. Authority. The individual(s) executing this Agreement on behalf of Vendor warrant and represent that she/he is authorized to execute this Agreement and bind Vendor to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Education, to bind District to all terms hereof and authority granted to enter into this Agreement.
- 8.10. Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to District:

Stella Ndahura
Director, Food Service
115 West Allen Avenue
San Dimas, CA 91773

If to Vendor:

8.11. Disputes.

8.11.1. Claims Under Small Claims Court Limit. If a resolution cannot be mutually agreed upon between the District and the contractor, all claims, disputes, disagreements or other matters in controversy between District and Vendor of \$10,000 or less or that fall within the current limitation for Small Claims Court shall be resolved informally or filed in the Los Angeles County Small Claims Court in Los Angeles, California.

8.11.2. Mandatory Mediation. All claims, disputes and other matters in controversy between the Vendor and the District arising out of or pertaining to this Agreement, excepting therefrom claims for indemnity, shall be submitted for resolution by non-binding mediation before a retired judge, or other mediator as agreed to by and between the parties, and conducted under the auspices of the Judicial Arbitration Mediation Services ("JAMS") or other mutually agreed mediator and under the Commercial Mediation Rules in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Vendor commencing binding dispute proceedings.

8.11.3. Government Code Claim. Subject to and notwithstanding the dispute provisions set forth herein, all claims, demands, disputes, disagreements or other matters in controversy by the Vendor as against the District seeking money or damages in any sum shall, as a condition precedent to suit including, without limitation, a demand for arbitration, be subject to the adherence to the claim provisions of California Tort Claims Act (California Government Code, commencing with section 900, et seq.).

8.12. Entire Agreement. This Agreement, the RFP, RFP Response and the attached hereto as Exhibit A are all of the documents forming a part of the Agreement. The foregoing constitute the entire agreement and understanding between the District and Vendor concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. The foregoing notwithstanding, in the event of conflict or inconsistency between the terms of this Agreement, the RFP and the RFP Response, this Agreement shall take precedence over the RFP, which shall take precedence over the RFP Response. Unless expressly set forth herein, no term or condition of the RFP Proposal shall alter, supersede or modify the Agreement. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Vendor.

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877 - 8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD - 3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632 - 9992.

Submit your completed form or letter to USDA by:

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

This institution is an equal opportunity provider.

IN WITNESS WHEREOF, the District and Vendor have executed this Agreement as of the date set forth above.

“District”

BONITA UNIFIED SCHOOL DISTRICT

“Vendor”

By: _____

Title: _____

By: _____

Title: _____

SPECIAL CONDITIONS

1. Nutrition Guidelines. Nutrition Guidelines are based on current Federal and State guidelines and are subject to change during the term of the Agreement.
2. Nutrition Fact Labels. A complete nutritional fact label for one (1) individual serving including all ingredients and major food allergens used on the preparation of the product will be required. Information regarding school` pattern requirements met by each product must be provided with the proposal at opening. Products must specify zero grams of trans-fat per serving (Public law no. 111-296, Healthy, Hunger-Free Kids Act of 2010). The nutrient information may be obtained from an independent laboratory. The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg). *Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.* Vendor shall notify Member Districts Nutrition Services Department whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the District Food Service Department.
3. Deliveries – Generally. Unless otherwise amended in writing, deliveries are to be made in accordance with the District’s proposed schedule. Product is to be placed in insulated units. Any changes to the frequency and hours of deliveries will be discussed and approved by the Food Service Department Director. The set-up of orders and delivery times may vary per school. Vendor must work with the Food Service Department on both set-up and delivery.
4. Vendor’s Delivery Vehicles and Other Motor Vehicles. Vendor’s representatives driving motor vehicles on school grounds must use extreme caution at all times when school on District’s property. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, equipment malfunction, fire, water damage, gas leak, etc., must be reported to the District.
5. Safety and Security. Vendor shall comply with the District’s security regulations. Doors must be locked, alarms set and food must be safely stored, otherwise it could result in a fiscal penalty and/or termination of the contract. The District will assess the situation(s) based on protocol for each individual site. Any fees assessed for false alarms will be passed on to the distributor.
6. Delivery Slips. Delivery slips are required with every delivery, and each delivery slip must be signed by the Site Supervisor or designee, and a two (2) copies shall be left at the individual schools.
7. On-site Training. Vendor, if requested, shall be responsible to provide on-site training to school personnel in proper food service handling techniques for dispensing the product.

8. Laws. All products must be produced, processed, handled and distributed in accordance with the laws and regulations of the Los Angeles County Health Department. The District reserves the right to inspect the plant and facilities of the Vendor prior to or after award of contract. The Vendor must display a valid Los Angeles County Health Department permit. **The two most recent health department report will be required to be submitted at the time of the proposal opening.**
 9. Potential Recalls. The procurement, storage, preparation, handling, and delivery of the food products shall comply with all applicable health and safety laws and regulations. Vendor shall immediately notify the District in writing of any potential disease, illness, or recalls associated with the Pizza which stem from improper procedures or defective food product.
 10. Sanitary Requirements. Products and packaging stated herein shall be produced under sanitary conditions; the plant shall meet sanitary requirements of Federal, State and City agencies.
 11. Sample Containers. If requested the Vendor must provide the District with a sample container, wrap and/or packaging to be used. Product name and brand/logo clearly displayed on the package.
 12. District Gate Keys. Vendor may be provided gate key(s) for entry into specified school sites as arranged with the District's Food Service Department Director. Vendor will be required to follow the District's guidelines regarding key handling, will be held liable for the cost of re-keying and providing replacement key(s) if lost.
- ** Keys Will be Made Available to Refrigerated Units and May also be provided to Access Additional District Property **
13. No Fuel Surcharges. No fuel surcharges will be levied during the term of this contract.

Product Specifications

Pizza, Whole Grain-Rich, Pepperoni

- Cheese, light mozzarella
- Pork and/or beef pepperoni
- Crust must meet criteria as whole grain-rich (51%) as defined by the USDA Food and Nutrition Services guidelines
- Contributes no less than 2 ounces of Grains as specified by the USDA Food Buying Guide
- Not to exceed 400 kcals per serving
- Total Fat not to exceed 4 grams per 100 calories
- Sodium not to exceed 900 mg per serving
- Cheese, pork and/or beef contributes no less than 2 ounces of Meat/Meat Alternate serving as specified by the USDA Food Buying Guide
- Must contain 0 grams of Trans fats.

Pizza, Whole Grain-Rich, Cheese

- Cheese, light mozzarella, 2 oz. Meat/Meat Alternate minimum
- Crust must meet criteria as whole grain-rich (51%) as defined by the USDA Food and Nutrition Services guidance
- Contributes no less than 2 ounces of Grains as specified by the USDA Food Buying Guide
- Not to exceed 400 kcals per serving
- Total Fat not to exceed 4 grams per 100 calories
- Sodium not to exceed 900 mg per serving
- Contributes no less than 2 ounces of Meat/Meat Alternate serving as specified by the USDA Food Buying Guide
- Must contain 0 grams of Trans fats.

Additional Requirements For all Pizza Products

Pizza must be prepared and portioned consistent to the day of taste test to ensure contribution requirements and quality are met throughout the entire contract.

Product must be boxed and delivered 15-30 minutes prior to the first meal service period according to contract terms and conditions.

Pizza must be delivered under temperature control with the product being received at 135 degrees or above. Documentation of temperatures for the product must be maintained and include departure time/temperature and delivered time/temperature.

Evidence of meal contribution for the Meat/Meat Alternate servings and grain/bread servings, and the Nutrient Analysis must be submitted in writing as a Product Formulation statement that is signed and dated. Information will be reviewed by the District for compliance.

Bid Form

Pizza Delivery Service - Bid # 22-23:07

Attention Bidders: The District further reserves the right to award to one or more bidders as determined to be in the best interest of the District.

The District will evaluate all bids based on flavor, appearance, references, and the lowest responsive and responsible bidder. In order to be considered responsive all specified items must have a bid.

QUANTITIES: The quantities listed herein are estimates only and based on the prior year's consumption. Bonita Unified School District reserves the right to purchase reasonably more or less than the quantities stated. See Delivery Schedule for current days and times.

Prices need to be for July 1st 2022 to June 30th, 2023

Pepperoni Pizza Bid Form

Item #	Description	Unit of Measure	Est. Annual Qty.	Number of Slices	List "or equal" products or slice count if different from 8	Delivered Price per Unit Cost (Pie)
1	Pizza, Whole Grain-Rich, Turkey Pepperoni - 8 Slices	Pie	7000	8		

BID Form**Cheese Pizza**

Item #	Description	Unit of Measure	Est. Annual Qty.	Number of Slices	List "or equal" products or slice count if different from 8	Delivered Price per Unit Cost (Pie)
2	Pizza, Whole Grain-Rich, Light Mozzarella Cheese - 8 Slices	Pie	4000	8		

The undersigned has read the specifications, instructions and conditions and all supplementary conditions or instructions included herein, is familiar with and understands the provisions and proposes and agrees to furnish and deliver the goods and/or services in strict accordance with these specifications, instructions, conditions and provisions, at the prices described herein:

Company Name (Print) _____

Name and Title (Print) _____

Signature _____

Address: _____

Phone: _____

Email: _____

Fax: _____

Bid Form

Pizza Delivery Service - Bid # 22-23:07

Attention Bidders: The District further reserves the right to award to one or more bidders as determined to be in the best interest of the District.

The District will evaluate all bids based on flavor, appearance, references, and the lowest responsive and responsible bidder. In order to be considered responsive all specified items must have a bid.

QUANTITIES: The quantities listed herein are estimates only and based on the prior year's consumption. Bonita Unified School District reserves the right to purchase reasonably more or less than the quantities stated. See Delivery Schedule for current days and times.

Prices need to be for July 1st 2022 to June 30th, 2023

Pepperoni Pizza Bid Form

Item #	Description	Unit of Measure	Est. Annual Qty.	Number of Slices	List "or equal" products or slice count if different from 10	Delivered Price per Unit Cost (Pie)
1	Pizza, Whole Grain-Rich, Turkey Pepperoni - 10 Slices	Pie	7100	10		

Cheese Pizza Bid Form

Item #	Description	Unit of Measure	Est. Annual Qty.	Number of Slices	List "or equal" products or slice count if different from 10	Delivered Price per Unit Cost (Pie)
2	Pizza, Whole Grain-Rich, Light Mozzarella Cheese - 10 Slices	Pie	5000	10		

The undersigned has read the specifications, instructions and conditions and all supplementary conditions or instructions included herein, is familiar with and understands the provisions and proposes and agrees to furnish and deliver the goods and/or services in strict accordance with these specifications, instructions, conditions and provisions, at the prices described herein:

Company Name (Print) _____

Name and Title (Print) _____

Signature _____

Address: _____

Phone: _____

Email: _____

Fax: _____

Product Formulation Statement

Cheese Pizza

Product: _____

Slice count: 8

Portion size: _____

Ingredients	Weight/Pizza (oz.)	Weight/Slice (oz.)
Whole Wheat*		
Pizza Sauce		
Mozzarella cheese		
Total Weight		

*Crust must be at least 51% whole wheat

Child Nutrition Meal Pattern Contributions (see attachment B and C)

A. Meat/Meat Alternates (per slice)

Description of Creditable Ingredients per USDA Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	Food Buying Guide Yield/Servings per Unit	Creditable Amount
Mozzarella cheese, part skim milk, low moisture		x	1.00	
Total Creditable M/MA per slice				

B. Grains (per slice)

Description of Creditable Ingredients per USDA Food Buying Guide (FBG)	Weight in Grams of Creditable Grains per Portion	Divide number of grams of creditable grains per portion by 16 (oz equivalent)	Creditable Amount (oz)
Whole Wheat		÷16	
Enriched Wheat		÷16	
Total Creditable Grain per slice			

Does the product meet the Whole Grain-Rich Criteria (yes or no) ____

C. Fruits & Vegetables (per slice)

Description of Creditable Fruit and/or Vegetable Ingredients per USDA FBG	Vegetable Sub Group	Creditable cups per product recipe	Divide credible cups by servings (slices) per product recipe	Cups Creditable Amount
Pizza Sauce	Red/Orange		÷(____)	
Total Cups of Creditable Vegetables per slice				

Product Formulation Statement

Pepperoni Cheese Pizza

Product: _____

Slice count: 8

Portion size: _____

Ingredients	Weight/Pizza (oz.)	Weight/Slice (oz.)
Whole Wheat*		
Pizza Sauce		
Mozzarella cheese		
Total Weight		

*Crust must be at least 51% whole wheat

Child Nutrition Meal Pattern Contributions (see attachment B and C)

D. Meat/Meat Alternates (per slice)

Description of Creditable Ingredients per USDA Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	Food Buying Guide Yield/Servings per Unit	Creditable Amount
Mozzarella cheese, part skim milk, low moisture		x	1.00	
Total Creditable M/MA per slice				

E. Grains (per slice)

Description of Creditable Ingredients per USDA Food Buying Guide (FBG)	Weight in Grams of Creditable Grains per Portion	Divide number of grams of creditable grains per portion by 16 (oz equivalent)	Creditable Amount (oz)
Whole Wheat		÷16	
Enriched Wheat		÷16	
Total Creditable Grain per slice			

Does the product meet the Whole Grain-Rich Criteria (yes or no) ____

F. Fruits & Vegetables (per slice)

Description of Creditable Fruit and/or Vegetable Ingredients per USDA FBG	Vegetable Sub Group	Creditable cups per product recipe	Divide credible cups by servings (slices) per product recipe	Cups Creditable Amount
Pizza Sauce	Red/Orange		÷(____)	
Total Cups of Creditable Vegetables per slice				
Total Cups of Creditable Vegetables per slice				

Nutrient Analysis

Analysis must be computed by certified nutrient analysis software program.

<i>Nutrient Analysis - Whole Grain-Rich Pepperoni Pizza</i>	<i>Per Serving (slice)</i>
Serving size (gm)	
Calories (kcal)	
Protein (gm)	
Total Fat (gm)	
Saturated Fat (gm)	
Carbohydrates (gm)	
Total Dietary Fiber (gm)	
Total Sugars (gm)	
Cholesterol (mg)	
Calcium (mg)	
Iron (mg)	
Sodium (mg)	
Vitamin A (IU)	
Vitamin C (mg)	

I certify that the above information is true and correct, and that a slice of the above product contains _____ ounces of equivalent meat/meat alternate when prepared according to directions.

I certify that the above information is true and correct, and that a slice of the above product contains _____ ounces of creditable grains when prepared according to directions.

I certify that the above information is true and correct, and that a slice of the above product contains _____ cup of creditable vegetables when prepared according to directions.

I certify that the above nutrient analysis is true and correct when prepared according to directions.

Signature

Title

Printed Name

Date

Phone Number

Product Formulation Statement

Cheese Pizza

Product: _____

Slice count: 10

Portion size: _____

Ingredients	Weight/Pizza (oz.)	Weight/Slice (oz.)
Whole Wheat*		
Pizza Sauce		
Mozzarella cheese		
Total Weight		

*Crust must be at least 51% whole wheat

Child Nutrition Meal Pattern Contributions (see attachment B and C)

G. Meat/Meat Alternates (per slice)

Description of Creditable Ingredients per USDA Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	Food Buying Guide Yield/Servings per Unit	Creditable Amount
Mozzarella cheese, part skim milk, low moisture		x	1.00	
Total Creditable M/MA per slice				

H. Grains (per slice)

Description of Creditable Ingredients per USDA Food Buying Guide (FBG)	Weight in Grams of Creditable Grains per Portion	Divide number of grams of creditable grains per portion by 16 (oz equivalent)	Creditable Amount (oz)
Whole Wheat		÷16	
Enriched Wheat		÷16	
Total Creditable Grain per slice			

Does the product meet the Whole Grain-Rich Criteria (yes or no) ____

I. Fruits & Vegetables (per slice)

Description of Creditable Fruit and/or Vegetable Ingredients per USDA FBG	Vegetable Sub Group	Creditable cups per product recipe	Divide credible cups by servings (slices) per product recipe	Cups Creditable Amount
Pizza Sauce	Red/Orange		÷(____)	
Total Cups of Creditable Vegetables per slice				

Nutrient Analysis

Analysis must be computed by certified nutrient analysis software program.

<i>Nutrient Analysis - Whole Grain-Rich Pepperoni Pizza</i>	<i>Per Serving (slice)</i>
Serving size (gm)	
Calories (kcal)	
Protein (gm)	
Total Fat (gm)	
Saturated Fat (gm)	
Carbohydrates (gm)	
Total Dietary Fiber (gm)	
Total Sugars (gm)	
Cholesterol (mg)	
Calcium (mg)	
Iron (mg)	
Sodium (mg)	
Vitamin A (IU)	
Vitamin C (mg)	

I certify that the above information is true and correct, and that a slice of the above product contains _____ ounces of equivalent meat/meat alternate when prepared according to directions.

I certify that the above information is true and correct, and that a slice of the above product contains _____ ounces of creditable grains when prepared according to directions.

I certify that the above information is true and correct, and that a slice of the above product contains _____ cup of creditable vegetables when prepared according to directions.

I certify that the above nutrient analysis is true and correct when prepared according to directions.

Signature

Title

Printed Name

Date

Phone Number

Product Formulation Statement

Pepperoni Cheese Pizza

Product: _____

Slice count: 10

Portion size: _____

Ingredients	Weight/Pizza (oz.)	Weight/Slice (oz.)
Whole Wheat*		
Pizza Sauce		
Mozzarella cheese		
Pepperoni (pork and/or beef)		
Total Weight		

*Crust must be at least 51% whole wheat

Child Nutrition Meal Pattern Contributions (see attachment B and C)

A. Meat/Meat Alternates (per slice)

Description of Creditable Ingredients per USDA Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multipl y	Food Buying Guide Yield/Servings per Unit	Creditable Amount
Mozzarella cheese, part skim milk, low moisture		x	1.00	
Pepperoni (pork and/or beef)		x	.70 or .74	
Total Creditable M/MA per slice				

B. Grains (per slice)

Description of Creditable Ingredients per USDA Food Buying Guide (FBG)	Weight in Grams of Creditable Grains per Portion	Divide number of grams of creditable grains per portion by 16 (oz equivalent)	Creditable Amount (oz)
Whole Wheat		÷16	
Enriched Wheat		÷16	
Total Creditable Grain per slice			

Does the product meet the Whole Grain-Rich Criteria (yes or no) _____

C. Fruits & Vegetables (per slice)

Description of Creditable Fruit and/or Vegetable Ingredients per USDA FBG	Vegetable Sub Group	Creditable cups per product recipe	Divide credible cups by servings (slices) per product recipe	Cups Creditable Amount
Pizza Sauce	Red/Orange		÷()	
Total Cups of Creditable Vegetables per slice				

Nutrient Analysis

Analysis must be computed by certified nutrient analysis software program.

<i>Nutrient Analysis - Whole Grain-Rich Pepperoni Pizza</i>	<i>Per Serving (slice)</i>
Serving size (gm)	
Calories (kcal)	
Protein (gm)	
Total Fat (gm)	
Saturated Fat (gm)	
Carbohydrates (gm)	
Total Dietary Fiber (gm)	
Total Sugars (gm)	
Cholesterol (mg)	
Calcium (mg)	
Iron (mg)	
Sodium (mg)	
Vitamin A (IU)	
Vitamin C (mg)	

I certify that the above information is true and correct, and that a slice of the above product contains _____ ounces of equivalent meat/meat alternate when prepared according to directions.

I certify that the above information is true and correct, and that a slice of the above product contains _____ ounces of creditable grains when prepared according to directions.

I certify that the above information is true and correct, and that a slice of the above product contains _____ cup of creditable vegetables when prepared according to directions.

I certify that the above nutrient analysis is true and correct when prepared according to directions.

Signature

Title

Printed Name

Date

Phone Number

EXHIBIT A
To
AGREEMENT FOR PIZZA SERVICE
BONITA UNIFIED SCHOOLS FOR PIZZA SERVICE
& DELIVERY SCHEDULES 2022-2023 SY

School Sites	Site Address	Delivery Days	Delivery Times
Allen Avenue Elementary School	740 E. Allen Ave San Dimas CA 91773	Thursday	10:00 a.m.
Ekstrand Elementary School	400 N. Walnut Avenue San Dimas CA 91773	Thursday	10:00 a.m.
Gladstone Elementary School	1314 W. Gladstone Street San Dimas CA 91773	Thursday	10:00 a.m.
Shull Elementary School	825 N. Amelia Avenue San Dimas CA 91773	Thursday	10:00 a.m.
Grace Miller Elementary School	1629 Holly Oaks Street La Verne CA 91750	Thursday	10:00 a.m.
Roynon Elementary School	2715 E Street La Verne CA 91750	Thursday	10:00 a.m.
La Verne Heights Elementary School	1550 E. Baseline La Verne CA 91750	Thursday	10:00 a.m.
Oak Mesa Elementary School	5200 Wheeler Avenue La Verne CA 91750	Thursday	10:00 a.m.
Lone Hill Middle School	700 S. Lonehill Avenue San Dimas CA 91773	Friday	10:00 a.m.
Ramona Middle School	3490 Ramona Avenue San Dimas CA 91773	Friday	10:00 a.m.
Bonita High School	3102 N. D Street La Verne CA 91750	Wednesday	10:00 a.m.
San Dimas High School	800 W. Covina Blvd. San Dimas CA 91773	Wednesday	10:00 a.m.
Central Kitchen	115 West Allen Avenue San Dimas CA 91773	Wednesday	10:00 a.m.

EXHIBIT C**AGREEMENT FOR PIZZA SERVICE
UNIT PRICE MATRIX**

Vendor must guarantee a 99.5% fill rate for all District orders. For any District order, if Vendor is unable to perform under the terms of the Agreement, or if it fails to deliver any items ordered within the prescribed timelines, the District reserves the right to cancel any order(s) or purchase the item(s) on the open market, and to request and receive payment from Vendor for the difference between the contract price and the price the District pays on the open market.

If substitution is unavoidable due to market conditions, Vendor must provide equivalent item for Member Districts' approval at no additional cost to the District for product. Authorization of a substitute product shall be at the sole discretion of the District.

**ATTACHMENT D
CERTIFICATIONS AND DISCLOSURES**

NON-COLLUSION DECLARATION

I, _____, declare that I am the _____
(Typed or Printed Name) (Title)
of _____, the party submitting the foregoing RFP Response
(Bidder Name)
("The Bidder"). In connection with the foregoing RFP Response, the undersigned declares, states and certifies that:

- 1. The RFP Response is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 2. The RFP Response is genuine and not collusive or sham.
- 3. 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 other bidder or anyone else to put in sham bid, or to refrain from bidding.
- 4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 5. All statements contained in the RFP Response and related documents are true.
- 6. The bidder has not, directly or indirectly, submitted the 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 person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 20__ at _____
(City, County and State)

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

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

FINGERPRINT CERTIFICATION

I, _____, am the _____
(Print Name) (Title)
of _____. I declare, state, and certify all of the following:
(Contractor Name)

1. I am aware of the provisions and requirements of California Education Code §45125.1, regarding fingerprinting of persons providing services to school districts.
2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:
 - A. The fingerprints of each person identified on Attachment 1 have been submitted to the California Department of Justice pursuant to Education Code §45125.1; and,
 - B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment 1 has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.
3. The Contractor shall provide additional Fingerprint Certificates for each and every person who is not identified on Attachment 1 prior to permitting such person(s) access to the Site or to perform any Work at the Site.
4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code §45125.1, the Contract awarded herein is subject to termination, suspension of payments, or both.
5. I am authorized to execute this Fingerprint Certificate on behalf of the Contractor. All of the statements set forth above and all of the information provided in Attachment 1 are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment 1 which would render such statements and/or information to be false or misleading.

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

Executed at _____ this ____ day of _____, 20____.
(City and State)

(Signature)

(Handwritten or Typed Name)

**ATTACHMENT 1 TO
FINGERPRINT CERTIFICATION**

(The California Department of Justice has issued electronic verification that each person identified below meets the requirements of California Education Code §45125.1.)

Employee Name	Position with Vendor

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of _____

(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

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

3. The following information pertains to the Workers Compensation Insurance policy:

Name of Insurer	
Policy No.	
Expiration Date	
Name, Address, Telephone, Fax and Email Address of contact for Insurer or Broker	

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)

4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at _____ this ____ day of _____, 20____.
(City and State)

(Signature)

(Handwritten or Typed Name)

California Department of Education School Nutrition Programs Unit
Child Nutrition and Food Distribution Division

April 1998

CERTIFICATION AND DISCLOSURE STATEMENTS

Following is an explanation of submittal requirements of the ***Suspension and Debarment Certification Statement*** and the ***Certification Regarding Lobbying*** by School Food Authorities (SFA) and Food Service Management/Consulting Companies.

Beginning with the 1998/99 school year, instructions to comply with procurement requirements by completion of these certifications will be included in the annual renewal of School Nutrition Programs.

The applicability of this information begins with the 1998/99 school year and is for SFAs that meet one of the following criteria:

- The SFA's estimated annual federal child nutrition reimbursement will exceed \$100,000.
- The SFA's annual contract with a vendor exceeds \$100,000.
- The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds \$100,000.

Suspension and Debarment Certification

This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed \$100,000. In these instances, the SFA must obtain a completed ***Suspension and Debarment Certification*** from either the potential vendor or existing contractor before any transactions can occur between the sponsor and the vendor or contractor (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that the vendor or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While *this certification is required for all contracts in excess of \$100,000*, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. **Do not submit the certification to the California Department of Education.**

Certification Regarding Lobbying

SFAs that receive in excess of \$100,000 in annual federal meal reimbursement **must** annually complete and **submit** this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education, Child Nutrition and Food Distribution Division.

In addition, when SFAs put out bids for goods and services or renew/extend existing contracts that exceed the \$100,000 threshold, they are required to obtain a completed ***Certification Regarding Lobbying*** from either the potential vendors and/or existing contractors before any transactions can occur between the SFA and the vendor or contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted the CDE.

Also enclosed is the **Disclosure of Lobbying Activities** form. This is required to be completed if the potential or existing contractor, using other than federal funds, has paid or will pay for lobbying activities in connection with the school nutrition program agreement (Item 2 of the ***Certification Regarding Lobbying*** statement).

Applicable to Both Certification Statements

- Federal law prohibits SFAs from circumventing the \$100,000 threshold by entering into multiple contracts; each of which do not equal or exceed \$100,000, but the aggregate amount of all the contracts will equal or exceed \$100,000.
- Vendors must submit completed certifications to the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.

SFAs with Food Service Management or Consulting Contracts

SFAs utilizing food service management or consulting companies **must** include both certification statements in all Requests for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management or consulting company must annually sign and submit to the SFA both the **Suspension and Debarment Certification** and the **Certification Regarding Lobbying**. If receiving more than \$100,000 in federal reimbursement, the SFA is required to sign and submit the **Certification Regarding Lobbying** to the CDE, CNFDD.

Summary**Suspension and Debarment Certification**

1. The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000.
2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.
3. The SFA retains certification signed by contractor with executed contract and maintains it on file.

Certification Regarding Lobbying

1. SFAs receiving in excess of \$100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.
2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds. **Retain** the certifications with bid documents.
3. The **Disclosure of Lobbying Activities** form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of **Certification Regarding Lobbying**.)

If you have any questions, please contact Rae Vant, School Nutrition Programs Specialist, by phone at 916-445-6775 or 800-952-5609 or by e-mail at rvant@cde.ca.gov.

**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).

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

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.

Name of School Food Authority_____
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name_____
Title_____
Signature_____
Date**DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.**

G:SNP:DEBARMENT

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.

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

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:		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

California Department of Education School Nutrition Programs Unit
 Child Nutrition and Food Distribution Division April 1998
 Approved by OMB
 0348-0046

Approved by OMB
 0348-0046

Disclosure of Lobbying Activities

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

1. Type of Federal Action: a. contract _____ b. grant _____ c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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

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

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

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

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

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

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 (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and Federal ID Number if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

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

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

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or 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 enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

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