



**Val Verde Unified School District
Food Services**

**Request for Proposal
RFP# 2021/2022-01**

**Branded Pizza Products
Ready to Serve**

Completed Proposal is due at 11:00am on Thursday April 15, 2021.

Val Verde Unified School District
Food Service Department
975 West Morgan Street
Perris, California 92571
(951) 940-6100
(951) 940-6122 Fax

NOTICE CALLING FOR PROPOSALS RFP# 2021/2022-01

NOTICE IS HEREBY GIVEN that the Val Verde Unified School District of Riverside County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but not later than **11:00 o'clock a.m. on Thursday, April 15, 2021**, sealed RFPs for the award of a contract for **"Branded Pizza Products – Ready to Serve"**.

Each RFP shall be submitted on a form obtained at the Food Service Department of said District. RFPs may be mailed via USPS to: 975 W. Morgan St., Perris, CA 92571; or delivered via FedEx, UPS, GLS, or other courier service to 975 W. Morgan St., Perris, CA 92571. RFP's not received in the District by the specified date and time will be returned unopened. It is the sole responsibility of the bidder to see that his RFP is received in proper time at the address noted herein. RFP's will be publicly opened at **11:00 o'clock a.m. on Thursday, April 15, 2021**, at the Food Services Department Conference Room located at 975 W. Morgan St., Perris, CA 92571.

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

The contract will be awarded to the lowest responsive, responsible Proposer based on the criteria noted in the RFP. The Val Verde Unified School District reserves the right to reject any or all RFP's, to accept or reject any one or more items of a RFP, or to waive any irregularities or informalities in the RFPs or in the bidding.

No Proposer may withdraw his RFP for a period of sixty (60) days after the date set for the opening of RFP's.

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

Marla Kirkland
Clerk of the Governing Board
Val Verde Unified School District

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March 25, 2021
April 1, 2021

NOTICE OF INTENT

It is the intent of the Val Verde Unified School District to award one or more contract(s) as a result of this Request for Proposal (RFP). Products and/or services considered for award shall equal or exceed a minimum quality level of industry standards as defined within this RFP, and shall comply with all applicable federal, state, and local technical, environmental, and performance standards and specifications.

DEFINITIONS: In this RFP and in the Contract, the following terms are defined as follows:

- A. **“Best Value”** means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of Vendor’s product(s) and/or services, and price.
- B. **“Contract”** means an agreement entered into between the District and a vendor as a result of this RFP. The Contract consists of the Request for Proposals, including all Addenda, Vendor’s Proposal that is satisfactory to the District, and the District’s Contract form(s), which may include, but are not limited to, a written contract, an agreement letter, or a purchase order.
- C. **“VVUSD, Val Verde, Val Verde USD, and/or the District, and/or government entity”** refers to Val Verde Unified School District
- D. **“Proposer, Bidder, Distributor, and/or Vendor”** refers to the person/firm that submits the proposal to this RFP.
- E. **“Project”** means the Scope of Work for furnishing goods and services as outlined in this RFP.
- F. **“Proposal”** refers to the documents submitted by a Proposer that addresses the scope and requirements of this RFP.
- G. **“RFP”** refers to this Request for Proposals.
- H. **“Responsible Vendor”** means a vendor with adequate financial resources (or the ability to obtain such resources), who can comply with the delivery requirements, and who is a qualified and established firm regularly engaged in the type of business that provides the goods and/or services herein.
- I. **“Responsive Proposal”** refers only to those proposals that comply with all material and administrative aspects of this RFP.
- J. **“Vendor”** refers to the person(s)/entity(ies) to whom a contract is awarded pursuant to this RFP.
- K. Singular terms shall include the plural and vice versa. A gender reference includes all genders.

Dear Vendor,

The Val Verde Unified School District is pleased to provide you with document forms enabling you to respond to this year's **"Branded Pizza Products – Ready to Serve"** RFP packet.

The District has 23-delivery locations with daily deliveries at the High Schools, twice weekly deliveries at the Middle Schools, and one monthly for Elementary Schools; with Sierra Vista Elementary and Val Verde Elementary receiving weekly. Thus, Monday through Friday or approximately 35 delivery drops per week. **The yearly contract value is approximately \$700,000 dollars per year.**

Due to the uncertainty of USDA and State of California guidance on the requirements for "Whole Grain Rich" products, this bid is requesting both "Whole Grain Rich" and Traditional White Flour pizza doughs be quoted.

Please note: Estimated usage is for the 2018/2019 school year. This was the last full of service before the Covid-19 emergency shut down of public schools. There has been a slight decrease in district enrollment since this time as well, so the usage numbers may be a tad high, but this is the best we have at this time.

The bidding documents in the packet include:

- Document Check-off for Vendors – Signed & Dated
- Notice Inviting Proposals
- Instructions & Information for Proposers
- General Conditions
- Vendor Questionnaire
- Proposer Criteria Form
- Proposal Worksheet
- Non-Collusion Declaration – Notarization not required
- Equal Opportunity Employment
- Certificate and Disclosure Statements (2)
 - Certificate Regarding Lobbying
 - Suspension and Debarment Certification
- Contractor's Certification – Regarding Drug-Free Workplace
- Contractor's Certification – Alcoholic Beverage and Tobacco- Free Workplace
- Contractor's Certification – Worker Compensation
- Clean Air and Water Certification
- Certification for Buy American Provision
- USB Flash Drive – Proposer is to provide and submit a flash drive which includes Proposal Price Spreadsheet, Worksheets, Prices etc.
- Fingerprint Compliance
- Printed Price Worksheet – Prices
- Current Health Department Inspection Report

Please take special notice of all the terms and conditions in the proposal document in order to be a successful Proposer. A document check off sheet has been included to assist you. Thank you for taking the time to submit your proposal for our business. We hope many of you are successful Proposers and that we will all enjoy a mutually profitable relationship with your company.

Sincerely,

Robert A. Quanstrom

Robert A. Quanstrom
Director of Food Services
Val Verde Unified School District

DOCUMENT CHECK OFF SHEET

- ☐ RFP Pricing Forms – Pg. 23-24
- ☐ Proposer Criteria Form (Provides minimum requirements of proposers and references) – Pg. 28
- ☐ Vendor Questionnaire – Pg. 25 & 26
- ☐ Proposal Form (Document in which proposer agrees to the terms of the proposal is awarded) – Pg. 29
- ☐ Non-Collusion Declaration with Signature – Pg. 30
- ☐ Equal Opportunity Employment – Pg. 31
- ☐ Certification Regarding Lobbying (Required annually for any new contracts or extensions of contracts that could exceed \$100,000. Required to receive one from every existing or potential contractor to be considered for Proposal) – Pg. 32-35
- ☐ Suspension and Debarment (Required annually for any new contracts or extensions of contracts that could exceed \$100,000. Required to receive one from every existing or potential contractor to be considered for Proposal) – Pg. 36
- ☐ Contractor's Certification – Regarding Drug Free Workplace – Pg. 38
- ☐ Contractor's Certification – Alcoholic Beverages and Tobacco Free Workplace – Pg. 39
- ☐ Contractor's Certification – Worker Compensation – Pg. 40
- ☐ Clean Air and Water Certification – Pg. 41
- ☐ Fingerprint Compliance – Pg. 42
- ☐ Certification for "Buy American" provision (to be completed for all line items that apply) – Pg. 43
- ☐ Buy American Waiver Exception List (to be completed for all line items that apply) – Pg. 44
- ☐ Electronic Media/USB Flash drive (Contains the bid prices in PDF & Excel format)
- ☐ Current Copy of Health Department Inspection Report
- ☐ Current Copy of Nutrient Specification for all products

Please COMPLETE, SIGN & RETURN the above items with your sealed proposal. Failure to return any of the above items completed and signed with the original sealed proposal may qualify your proposal as non-responsive.

Signature

Date

INSTRUCTIONS & INFORMATION FOR PROPOSERS

1. **PREPARATION AND SUBMISSION OF PROPOSAL FORM:** VAL VERDE UNIFIED SCHOOL DISTRICT invites proposals on the forms enclosed to be submitted no later than, **11:00 o'clock a.m. on Thursday, April 15, 2021**. All blanks on the proposal form must be appropriately completed. Each proposal must be submitted in a separate sealed envelope bearing on the outside **RFP# 2021/2022-01 Branded Pizza Products – Ready to Serve**. It is the sole responsibility of the Proposer to ensure that the proposal is received by **11:00 a.m. on Thursday, April 15, 2021**. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Proposer unopened.

2. **PROPOSAL OPENING:** All proposals shall be publicly opened at **11:00 a.m. on Thursday, April 15, 2021** at:

Val Verde Unified School District
Food Service Department, Conference Room
975 West Morgan Street
Perris, California 92571

3. **SIGNATURES:** Proposals must be signed with the firm name and by an authorized officer, agent, or employee. Obligations assumed by such signature must be fulfilled.

Listed below are the officers eligible to sign proposal pages requiring an officer's signature:

- | | |
|-----------------------------|----------------------------------|
| 1. Chairperson | 6. Assistant Corporate Secretary |
| 2. President or CEO | 7. Treasurer or CFO |
| 3. Vice-President | 8. Assistant Treasurer |
| 4. Assistant Vice-President | 9. General Counsel |
| 5. Corporate Secretary | 10. Assistant General Counsel |

VVUSD will not accept a Proposal if a document requiring an officer's signature is not signed by one of the above individuals.

4. **MODIFICATIONS AND CORRECTIONS:** Changes in or additions to the Price Pricing Spreadsheet, alternate proposals, or any other modifications of the proposal form which are not specifically called for in the proposal documents may result in rejection of proposal as not being responsive to the invitation to proposal. Oral or telephone proposals or modifications will not be considered. The proposal submitted must not contain any erasures, inter-lineation, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the proposal. Proposals should be verified before submission and cannot be withdrawn after their opening.
5. **WITHDRAWAL OF PROPOSAL:** Any Proposer may withdraw his proposal personally or by written request at any time prior to the scheduled closing time for the receipt of proposals.
6. **INTERPRETATION OF PROPOSAL DOCUMENTS:** If any Proposer finds discrepancies in, or omissions from the proposal documents, they may submit to the Nutrition Services Director of the VAL VERDE UNIFIED SCHOOL DISTRICT a written request for clarification and the response thereto will be mailed to all proposers. Corrections will be made by addenda issued to each company that has been sent or picked up a proposal packet. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the proposal.
7. **AGREEMENT PERIOD:** It is anticipated that the Agreement to be awarded under this proposal shall be effective **July 1, 2021**, through **June 30, 2022**. Prices must remain firm until **June 30, 2022**.

8. **PRICES:** Propose each item separately. All prices must be firm from July 1, 2021 through June 30, 2022.
9. **COMMENCEMENT OF DELIVERIES:** After receiving written notification of award, each successful Proposer shall be required to commence with the delivery of all items, which have been awarded immediately after receipt of a participating district purchase order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this proposal.
10. **EVIDENCE OF RESPONSIBILITY:** Upon request of the group, a Proposer whose proposal is under consideration for award shall promptly submit satisfactory evidence showing his financial resources. The group requires the name of three (3) references for whom similar supplies or equipment were provided during the previous year.
11. **PROPOSAL DOCUMENT:** The complete proposal includes the following documents: Notice Inviting Proposals, Instructions to Proposers, General Conditions, Non-Collusion Declaration, Proposal Form, hard copy of Price Pricing Spreadsheet, Electronic Media (USB drive) of Price Pricing Spreadsheet, Proposer Criteria Form, Disclosure of Lobbying Form, Certification Regarding Lobbying Form, Suspension and Debarment Certification Form, Current Health Department Inspection Report, Certification for "Buy American" Provision and Vendor Questionnaire. Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The Proposer should fully acquaint themselves with the conditions and terms affecting the performance of the Agreement if awarded. The Proposer's submission of a proposal shall be taken as prima facie evidence of compliance with this section. Proposals should be verified before submission, as they cannot be withdrawn after their opening.
12. **TAXES:** Purchaser will pay for state and local taxes. Do not include taxes on the proposal form.
13. **DELIVERY:** All prices shall be quoted FOB destination. Destination shall be the individual school sites placing the order. Additionally, all prices offered by bidders, must include on site off loading and inside delivery. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. Vendor agrees to deliver uniform products in insulated containers ready to serve per the bid price. Hot food must be 141 degrees or more upon delivery. The food will be tested upon delivery by the Food Services Manager or his/her designee. Food will be tested by use of a temperature probe and visual inspection. If the food does not meet the aforementioned standards, it will NOT BE ACCEPTED, and the school district will not be liable for purchase of the product or any other charges that might be levied by the vendor from the attempted delivery of the unsatisfactory product. *See Pg. 17 & 18 for a complete list of delivery locations, addresses, and estimated lunch serving times for the 2021/2022 school year.*
14. **PRODUCT SPECIFICATIONS:** All 14-16" pizza products must meet the following nutrient requirements per 8 cut slice:
 - a. Traditional Pizza Dough Product or Whole Grain Rich Pizza Dough Product
 - b. Two (2) or more Bread/Grain Equivalents as per USDA NSLP formulation requirements.
 - c. Two (2) or more Meat/Meat Alternate as per USDA NSLP formulation requirements.
 - d. Sodium less than or equal to 775 grams per slice (sodium \leq 775mg).
 - e. Saturated fat less than or equal to 15 percent of total calories (Sat Fat \leq 15%).
 - f. Total fat less than or equal to 35 percent of total calories (Total Fat \leq 35%).
 - g. No added Trans Fat.

Below are several links to USDA resources that may help Proposers determine if their products meet the above specifications. <https://www.fns.usda.gov/tn/food-buying-guide-school-meal-programs>

Nutrient Specifications on all products must be included with your formal bid response. They must include:

- a. Nutrient content for calories, protein, fat, saturated fat, trans fat, dietary fiber, vitamins, minerals, and sodium, per serving of product.
- b. Type and weight of meat/meat alternative (formulation statements).
- c. Information on vegetable protein product (VVP) if used.
- d. Type and weight of cooked bread/grain product (formulation statements).
- e. Type, form, and volume of vegetable and fruit.
- f. Ingredient and Allergen Statement.

All information must be based on and consistent with the USDA Food Buying Guide for Child Nutritional Programs. Failure to provide the above information will result in disqualification of item and your RFP to be considered non-responsive.

All items provided under this bid shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling and processing.

- 15. QUANTITIES:** Quantities shown are estimated usage of the District for the proposal period. The District reserve the right to purchase more or less of the units specified. The district will order in quantities best suited to their needs and storage facilities. Prices proposed shall be firm and shall not increase or include shipping or any additional handling fees for districts ordering in small quantities. (These quantities are not guaranteed by the District but are included for information.)
- 16. INSPECTION OF FACILITIES – EVALUATION:** The District reserves the right to inspect the facilities of the Proposer prior to award of the contract. The District may request to review the Proposer's current Hazard Analysis Critical Control Points (HACCP) food safety system for their facility in order to insure optimum storage and distribution practices. If the District determines that after such inspection that the Proposer is not capable of performance within the District's standards, their proposal will not be considered. The findings and decisions of the District shall be final.
- 17. SAFETY AND SANITATION:** Food Services staff will only receive product that meets all food safety and sanitation requirements, therefore Food Services staff may at any time:
 - Inspect delivery trucks for any signs of contamination.
 - Check all expiration and best if used by dates.
 - Use thermometers to check temperatures.
 - Accept product only at acceptable temperatures.
 - Reject unacceptable items.
- 18. PRODUCT RECALLS:** If a product recall is instituted on an item that has been furnished and delivered to District, Vendor must immediately notify the Food Services Department with all pertinent information regarding the recall.
- 19. CREDIT MEMOS:** The Contractor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the District's Food Services Accounting Department.

- 20. TERMINATION OF AGREEMENT WITHOUT CAUSE DISTRICT:** VVUSD may terminate this Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the DISTRICT.
- 21. RIGHTS TO INVENTIONS:** The DISTRICT retains any rights for product specifications that may be developed by the DISTRICT and used by the vendor in execution of this agreement according to 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements".
- 22. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.
- 23. MULTI-YEAR EXTENSIONS:** Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal school years. The extension may be granted on a year by year basis provided that the following conditions are being met:
- A. The District has deemed the products and services of the vendor satisfactory.
 - B. The Vendor shall submit a list of the price increases for the next fiscal year (July 1 to June 30) by the last business day in April.
 - C. The percentage of price increase for products are at or below the consumer price increase. The CPI index that is used is from the following web page; <https://www.bls.gov/data>.
 - Area: S49C Riverside-San Bernardino-Ontario, CA
 - Item: Food away from home
 - Adjustment: Not Seasonally Adjusted
 - Series ID: CURRS49CSEFV
 - D. The Vendor may use the preceding twelve (12 Months) April to March, depending on the most recent months listed on the website two weeks prior to submittal of price increases. Vendor may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the District.
 - E. Documentation of Insurance Coverage, (General Conditions, Item #10) shall be resubmitted with each request for contract extension.
- 24. PROPOSAL FORM DIRECTIONS:**
- A. Proposer is to use the RFP Pricing Spreadsheet template provided on the electronic media accompanying the proposal documents.
 - B. Proposer is to enter pricing in the appropriate column on the RFP Pricing Spreadsheet.
 - C. A printed and signed copy of the spreadsheet must accompany the RFP.
 - D. Whenever the specification notes "only," this requirement is made in order for the District to match existing supplies and equipment or because no other equal is known to exist. Proposer may submit "equal" products in accordance with the sample provision of Paragraph 10 of the "Instructions to Proposer."

- E. **The District reserves the right to purchase additional units, at various quantities, under the terms and conditions provided in this proposal.** Proposers are to submit the unit price for each item proposal, reflecting any quantity breaks in a separate column of the spreadsheet. Proposers are to enter this information in the column provided. A single unit price submitted on the proposal response form shall be interpreted to be the price for any quantity amount ordered.
- F. **The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.**
- G. The District reserves the right to reject proposals with multiple items per line item. Proposers submitting proposals with more than one item per line item may be rejected on grounds of non-responsiveness or non-responsibility.

25. PROPOSAL PROTESTS PROCEDURES: Any Proposer may file a bid protest. The protest shall be filed in writing with the Director of Food Services not more than five (5) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting Proposer consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

- A. **Resolution of Bid Controversy:** Once the bid protest is received, the apparent lowest responsible Proposer will be notified of the protest and the evidence presented. If appropriate, the apparent low Proposer will be given an opportunity to rebut the evidence and present evidence that the apparent low Proposer should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.
- B. **Appeal:** If the protesting Proposer or the apparent low Proposer is not satisfied with the decision, the matter may be appealed to the Chief Business Officer (CBO) or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Val Verde Unified School District
Attn: Stacy Coleman, Deputy Superintendent
975 West Morgan Street
Perris, California 92571

- C. **Appeal Review:** The Deputy Superintendent or their designee shall review the decision on the bid protest from the Director of Nutrition Services and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Director of Food Services or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

26. COURIER DELIVERIES: It is each Proposer's sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened. **The Val Verde Unified School District is not responsible for proposals sent**

via USPS, UPS, and/or FedEx, and/or by any other delivery service. All proposals are due in the Food Services Department by the posted or advertised closing date and time. It is the Proposers' responsibility to ensure that their proposal is delivered to the Food Services Department located at 975 West Morgan Street, Perris, California 92571.

- 27. BUY AMERICAN PROVISION:** Federal regulations require that to the maximum extent possible, only domestic products are to be purchased consistent with the "Buy American" provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act. Manufactured end products must be manufactured in the United States AND the cost of domestic components must exceed 50 percent of the cost of all the components.

Upon offer to award, Vendor will be required to provide certification of the food products. The Vendor will use the following language when certifying food products as U.S. produced and processed products;

"I certify that the following item(s) ___ are produced and processed in the U.S. and contains over 51% of its agricultural food components, by weight or volume, from the U.S."

The "Buy American" provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act allows for an exception when the recipient agency "VVUSD" determines that the following instances apply to non-domestic produced products.

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

The District reserves the right to purchase non-domestic grown or manufactured food products if the cost of the U.S. produced item, that contains (51%) or more domestically grown commodities is significantly higher. For this RFP the Val Verde USD has determined that any item cost that is **ten-percent (10%)** or more in price than the non-domestic product is considered significantly higher.

The District reserves the right to purchase non-domestic grown or manufactured food products if the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.

Certification forms for Buy America products and Buy America Waiver Exception List are included in this document on pages 43 and 44.

FEDERAL 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, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (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.

End of Instructions and Information for Proposers

GENERAL CONDITIONS

1. **AWARD OF AGREEMENT:** The District reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals or the bidding, and to make its selection of items awarded based upon its specifications, or which are most economical and/or best suited for the purpose of acceptance for sixty (60) calendar days after the proposal opening date. The District reserves the right to award to one or more Proposers.

The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.

The District further reserves the right to not necessarily purchase all items and/or quantities listed in the proposal documents. The quantities listed are estimates of the needs of the District and may be adjusted to meet the actual needs, when determined.

2. **PLACEMENT OF ORDERS & LEAD TIME:** Orders shall be issued directly to the vendor, commencing from proposal award (July 1, 2021 through June 30, 2022). Each school site manager will place his or her own orders. For Fresh Pizza products, **Vendor must be able to process orders with less than 24 hours' notice.** School site managers' place orders at the end of the school day for the following day deliveries.
3. **SUBSTITUTIONS:** Substitutions for awarded items must be pre-approved by the receiving district and delivered at or below awarded price.
4. **DISCOUNTS:** The vendor must identify the amount of each discount, rebate, and other applicable credit on bills and invoices presented to the school food authority for payment; and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.
5. **INVOICES:** Invoices shall be submitted in triplicate and shall contain the following information: purchase order number, item number, item description, quantity, unit price, extended totals, and applicable discounts for items delivered. Failure to enter the above information on any invoice may cause delay in payment. Payment shall be made on partial deliveries accepted by the participating school district.
6. **GOVERNING LAW AND VENUE:** In the event of litigation, the bid documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Riverside County.
7. **ATTORNEYS' FEES:** If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.
8. **INSURANCE:** Without limiting vendor's indemnification of the District, Proposer shall provide and maintain at its own expense during the term of the resulting contract, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the District on or before the effective date of the Contract. Such evidence shall specifically identify the contract and shall contain express conditions that the District is to be given at least thirty (30) days written notice in advance of any modification or cancellation of any policy of insurance.

- A. **Liability:** Such insurance shall be primary to and not contributing with any other insurance maintained by individual school districts, and shall name each individual school district as an individual issuer, and shall include but not be limited to:
1. **Comprehensive General Liability Insurance:** Endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate.
 2. **Comprehensive Automobile Liability:** Endorsed for all owned and non-owned vehicles with a combined single limit of \$1,000,000.00 per occurrence.
- B. **Worker's Compensation:** A program of Worker's Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services on behalf of vendor and all risks to such persons under this contract.
- C. **Product Liability:** Vendor must maintain liability insurance including extended coverage for product liability in an amount not less than one million dollars (\$1,000,000.00) combined single limit and provide each participating district with a certificate evidencing insured and specifying that coverage shall not be canceled or modified without 30 days prior notice.
9. **CAL-OSHA:** The Vendor certifies by delivery, that all items furnished under this Agreement meet or exceed applicable CAL-OSHA Codes.
10. **DEFAULT:** The District may by written notice of default to the Vendor, terminate the whole or any part of their order under this Agreement if:
- A. The Vendor fails to make delivery within the time specified herein.
- OR**
- B. The products received are of inferior quality and not the same as specified or shown at the sampling. These items shall be returned at the seller's cost. Seller shall arrange for pick up after written notification by the District. Seller shall be responsible for cost of replacement if purchaser deems it necessary to procure suitable substitute items from supplier other than original seller. Purchaser may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.
- OR**
- C. If the successful Proposer fails or neglects to furnish or deliver any equipment, products, materials, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this proposal document in its entirety, the District reserves the right to purchase the items herein specified from another vendor, after providing the vendor with a three (3) calendar day – (72 hours), or mutually agreed upon cure period. All additional costs or expenses incurred by reason of the failure of the successful Proposer, as above stated, shall be paid by such Proposer and his sureties, if any. The price paid by the District shall be considered the prevailing market price at the time such purchase is made. In the event that any of the participating school districts terminate their orders in whole or in part, they may procure supplies or services similar to those so terminated from other sources, and the Vendor shall be liable to the participating school districts for any additional costs for such similar supplies or services.

The Vendor shall not be liable for any excess cost if the failure to perform under this Agreement arises out of causes beyond their control.

Such causes may include, but are not restricted to: acts of God or the public enemy, acts of the Government, acts of any of the participating school districts or anyone employed by them, fires, floods,

epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases are excluded from this sections. The Vendor shall be required to deliver all supplies or services under this Agreement, which are not terminated.

11. DETERMINATION OF APPLICABILITY OF EMPLOYEE FINGERPRINT REQUIREMENTS OF CONTRACTORS AND INDEPENDENT CONTRACT CONSULTANTS:

Background: Pursuant to Education Code Section 45125.1, it is necessary for VVUSD to determine whether a contractor of independent contract consultant must have its employees fingerprinted and screened for criminal records.

There are two bases for exemption:

A. *Emergency Contacts – Exempt*

Subsection (b) states that Section 45125.1 shall not apply to a contractor of independent contract consultant providing services to VVUSD in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repair are needed to make school facilities safe and habitable.

B. *Limited Pupil Contact – Exempt*

Subsection (c) states that Section 45125.1 shall not apply when VVUSD determines that the employees of the entity or the independent contract consultant will have limited contact with pupils.

In determining whether a contract employee or independent contract consultant has limited contact with pupils, the site, program, or project manager shall consider the totality of the circumstances, including factors such as the length of time the contractor or independent contract consultant will be on school grounds, whether pupils in the proximity of the site the contractor/independent contract consultant will be working, and whether the contractor's employees/independent contract consultant will be working by themselves or with others.

In all cases, the site, program, project administrator SHALL take appropriate steps to protect the safety of any pupils that may come in contact with these individuals.

The District has made an initial determination that the infrequent delivery requirements of short duration to meet the terms of this contract are such that supplier access to pupils will be limited and unnecessary. Accordingly, employee fingerprinting and background check for criminal records will be at the discretion of the supplier unless and until such time as an incident involving supplier employee(s) making deliveries to the VVUSD sites have been cleared by the California Department of Justice regarding background check.

By accepting the award of this RFP, the successful supplier agrees to the terms outlined herein and will take such action as is necessary to insure the supplier employee(s) have no direct contact with students at the delivery sites. Failure to comply with this requirement will be satisfactory cause for cancellation of the contract.

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

- 13. PERFORMANCE BOND:** On May 5, 2016, the U.S. Department of Agriculture (USDA) issued Policy Memorandum SP 35-2016: This memo clarifies that the bonding requirements in 2 *CFR*, Section 200.325 apply only to subcontracts of construction or facility improvement contracts exceeding the Simplified Acquisition Threshold. (Individual Districts may have stricter bonding requirement than required by the USDA, if so a Performance Bond may be required by the district for the bid). **A Performance bond is not required for this RFP.**
- 14. PREVAILING LAW:** In the event of any conflict or ambiguity between a) the Instructions to Bidders, General Conditions, Specifications, Agreement, or any other document forming a part of this invitation for bids, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law.
- 15. ENERGY POLICY AND CONSERVATION ACT:** Vendor will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.
- 16. INDEPENDENT CONTRACTORS:** While providing the items included herein, the Vendor is an independent contractor and not officer, employee, or agent of any participating school district.
- 17. NON-DISCRIMINATION ENDORSEMENT:** Vendor agrees to comply with all applicable Federal and California state anti-discrimination laws and regulations and agrees not to unlawfully discriminate against any prospective or active employee engaged in the work on basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by the law, including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Vendor agrees to require like compliance by all subcontractors employed. or any other category protected by the law. Vendor is required to sign the Equal Opportunity Act endorsement included with this agreement.
- 18. ASSIGNMENT OF THE AGREEMENT:** No agreement awarded under this proposal shall be assigned without the prior written approval of the participating districts.
- 19. LIABILITY/COPYRIGHT:** The Bidder shall hold any participating school district, its officers, agents, servants, and employees harmless from liability or any nature of kind whatsoever on account of use by the publisher or author, manufacturer, or agent, or any copyrighted composition, secret process, patented or unpatented invention, or appliance furnished or used under this bid.
- 20. DELIVERY FREQUENCY:** All prices shall be quoted FOB destination. Destination shall be the individual school site(s) placing the order. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight, or the packing of the said articles is to be borne by the Proposer.

The following pages list the participating delivery locations; the District has 23 normal delivery locations. The District has 23-delivery locations with daily deliveries at the High Schools, twice weekly deliveries at the Middle Schools, and one monthly for Elementary Schools; with Sierra Vista Elementary and Val Verde Elementary receiving weekly. Delivery locations, time schedules, contact person, and frequency are subject to change based on district needs.

Note: These show an example of serving times. VVUSD has not released schedules for the 2021/2022 school year.

School Site	Address	Serving Time(s)	Minimum Day Serving Time
Elementary Schools			
Avalon Elementary	1815 East Rider Street, Perris, California 92571	10:20	9:50
Columbia Elementary	21350 Rider Street, Perris, California 92570	10:40	10:00
El Potrero Preschool	16820 Via Pamplona, Moreno Valley, California 92551	11:30	10:30
Lasselle Elementary	26446 Krameria Avenue, Moreno Valley, California 92555	10:25	10:30
Manuel L. Real Elementary	19150 Clark Street, Perris, California 92570	10:45	10:00
Mary McLeod Bethune Elementary	25390 Krameria Avenue, Moreno Valley, California 92551	10:45	9:40
May Ranch Elementary	900 East Morgan St, Perris, California 92571	10:20	10:20
Mead Valley Elementary	21100 Oleander Avenue, Perris, California 92570	9:40	9:30
Rainbow Ridge Elementary	15950 Indian Street, Moreno Valley, California 92551	10:15	9:30
Sierra Vista Elementary	20300 Sherman Road, Perris, California 92571	10:20	10:10
Triple Crown Elementary	530 Orange Avenue, Perris, California 92571	10:20	10:15
Val Verde Elementary	2656 Indian Avenue, Perris, California 92571	10:15	9:30
Victoriano Elementary	25650 Los Cabos Drive, Moreno Valley, California 92551	10:30	10:10

Middle Schools			
Lakeside Middle	27720 Walnut Street, Perris, California 92571	11:24 12:21	12:20
March Middle	15800 Indian Street, Moreno Valley, California 92551	11:19 12:16	12:05
Tomas Rivera Middle	21675 Martin Street, Perris, California 92570	11:22 12:16	12:05
Vista Verde Middle	25777 Krameria Avenue, Moreno Valley, California 92551	10:35 11:20	12:30
High Schools			
Citrus Hill High	18150 Wood Road, Perris, California 92570	12:11	12:35
Orange Vista High	1400 East Orange Avenue, Perris, California 92571	12:20	12:06
Rancho Verde High	17750 Lasselle Street, Moreno Valley, California 92551	10:54	12:35
Val Verde High	972 Morgan Street, Perris, California 92571	11:32	11:18
Virtual/Student Success Academy	25100 Red Maple Lane, Moreno Valley, California 92551	11:00	12:00
Contract Sites			
Perris Head Start	148 Avocado Avenue, Perris, California 92571	TBD	As Needed
RCC High School	16130 Lasselle Street, Moreno Valley, California 92551	TBD	As Needed
RCC Preschool	16130 Lasselle Street, Moreno Valley, California 92551	TBD	As Needed
Administration Sites			
District Warehouse	975 West Morgan Street, Perris, California 92571	TBD	As Needed

*All Times Subject to Change Depending on Class Schedules

21. QUANTITIES: Quantities shown are estimated usages of the districts for the proposal period. The districts reserve the right to purchase more or less of the units specified. Prices shall be firm for all districts and shall not increase or include shipping or any additional handling fees for districts ordering in small quantities. (These quantities are not guaranteed by the group but are included for information).

22. "PIGGYBACK" CLAUSE: For the term of the Contract and any mutually agreed extensions pursuant to this proposal, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (community colleges) of the Public Contracts Code.

The VAL VERDE UNIFIED SCHOOL DISTRICT waives its right to require such other districts and offices to draw their warrants in favor of the District as provided in said Code Sections.

Any school district and the awarded Proposer(s) engaged in the execution of orders under this Proposal, acting in accordance with Public Contracts Code, section 20118, shall not be construed as an officer, agent or employee of the Val Verde Unified School District and shall indemnify and hold harmless its officers, agents and employees from any and all liabilities resulting from the use of this Proposal.

Acceptance or rejection of this clause **will not** affect the outcome of this proposal. Please initial your preference below.

Piggyback option granted: _____

Piggyback option not granted: _____

23. FACILITIES HEALTH INSPECTION REPORT: The Proposer shall maintain a County Environmental Health Inspection rating of "A" at its facilities(s) that service this contract. The Contractor shall supply a copy of the latest inspection report within five (5) days of award of this proposal. The Contractor shall maintain an "A" rating throughout the terms of this contract. Failure to comply with this requirement will be satisfactory cause for cancellation of the contract.

24. PROPOSERS DISCLOSURE INFORMATION: All disclosure, certification, and non-collusion forms or affidavits contained in this proposal must be completed and submitted prior to the final award.

25. PROPOSER CRITERIA FORM: The Proposer Criteria Form must be completed and submitted with the proposal.

26. CERTIFICATIONS:

A. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

B. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:

1. Section 306 of Clean Air Act (42 U.S.C. 1847[h]): <http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>
2. Section 508 of the Clean Water Act (33 U.S.C. 1368): <http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>
3. Executive Order 11738: <http://www.epa.gov/isdc/eo11738.htm>

4. Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPA's List of Violating Facilities
- C. **Debarment Certification:** The USDA Certification Regarding Debarment must accompany this proposal and each subsequent additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- D. **Lobbying:** The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 *CFR* Part 3018) must accompany this proposal and each additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- E. **Energy Policy and Conservation Act:** <http://legcounsel.house.gov/Comps/EPCA.pdf>. The VENDOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.
- F. **Contract Work Hours and Safety Standards Act Compliance:** <http://www.dol.gov/compliance/laws/comp-cwhssa.htm>. In performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.
- G. **The Certification Regarding the Iran Contracting Act**
- H. **The Contractors Certification:** Regarding Drug Free Workplace must accompany this Proposal.
- I. **The Contractors Certification:** Regarding Alcoholic Beverages and Tobacco Free Workplace must accompany this proposal.
- J. **The Contractors Certification:** Regarding Worker Compensation must accompany this proposal.
- K. **Clean Air and Water Certification**
- L. **Fingerprint Compliance**
- M. **Certification(s) "Buy American" provision**
- N. **Provide Current Copy of Health Inspection Report**

End of General Conditions

EVALUATION AND AWARD

TECHNICAL and PRICE EVALUATION for RESPONSIVE PROPOSERS

To be deemed responsive and qualify for evaluation, a proposal must be timely submitted and materially satisfy all mandatory requirements identified in this RFP. Nonresponsive Proposers will not be evaluated. Proposers with a minimum of 20 points in the Technical Criteria move on to the price determination. Contracts are awarded to the responsive & responsible Proposer, with a minimum of 20 points, and the lowest pricing.

Criteria #	Technical Criteria Description	Weighted Value
1	The reputation of the Proposer and Proposer's good or services a) Reference checks b) Vender Questionnaire	10
2	The quality of the Proposer's goods or services, as applicable a) Product, pack size meets specifications b) Delivery Specifications (Lead Time)	10
3	The extent that the proposers meet the requirement of a Small Business Minority, Woman, and Disabled Veteran Business Enterprise (M/W/DVBE) criteria. (Certification must be submitted before award of contract.)	10

- GEOGRAPHIC PREFERENCES:** VVUSD may not apply geographic preferences in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by VVUSD in a Child Nutrition Program. See 2 C.F.R. § 200.319.
- CONFLICT OF INTEREST:** No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. See 2 C.F.R. § 200.318(c)(1). VVUSD officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. VVUSD maintains a written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- NON-EXCLUSIVITY AND MULTIPLE AWARDS:** Any awards resulting from this RFP is non-exclusive. VVUSD reserves the right to make no awards or award one or more line items, in part or in whole, to a single Vendor or to multiple Vendors.
- DISQUALIFICATION:** Proposer may be disqualified before or after VVUSD opens proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to the District. Non-Responsive Proposals and deviations/exceptions stipulated in Vendor's response may also result in disqualification.
- SMALL BUSINESS AND MINORITY, WOMAN, AND DISABLED VETERAN BUSINESS ENTERPRISE (MWDVBE):** VVUSD in an effort to encourage minority, women and disabled veteran owned

business enterprises to participate in VVUSD and submit proposals based upon their capacity to perform and be successful, this project may be awarded to more than one Proposer if it is in the best interest of the District to do so. MWDVBE must submit documentation of qualification as outlined in Public Contract Code (PCC) Division 2., Part 1., Chapter 2., Responsive Bidders.

A. Further information can be found at the following PCC web sites.

http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=1.&chapter=2.&article=

B. Certification for Small Business and Disabled Veteran Business Enterprise Services is located at the following California website,

<http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>

6. **AWARD OF CONTRACT:** In accordance with applicable laws, rules, and regulations for public procurement, any award(s) will be made to the Responsible Vendor(s) whose Proposal(s) is/are determined to be the Best Value to VVUSD.
7. **FORMATION OF CONTRACT:** A signed and submitted Proposal constitutes an offer to Contract with VVUSD to provide the goods and/or perform the services specified in this RFP, thus eliminating the need for the formal signing of a separate contract. An RFP does not become a contract unless and until it is accepted by VVUSD after approval by the VVUSD Board of Trustees. **No Vendor shall obtain any interests or rights in any award until the District issues a Purchase Order in the name of the vendor(s).**

VVUSD does not sign Vendor contract forms. In the event that VVUSD awards a project to Vendor and Vendor request changes to the District's standard Contract form, the District reserves the right to cancel the award and re-award the project to an alternate Proposer.

End of Evaluation and Award

RFP Pricing Form

Val Verde Unified School District Food Services

"Whole Grain Rich" Pizza Product

Product Specifications:

- Minimum 14" Required
- Each Slice MUST Contain:
 - Whole Grain Rich (51% or more Whole Grain content)
 - Two (2) or more Bread/Grain Equivalents, as per USDA NSLP formulation requirements.
 - Two (2) or more servings of Meat/Meat Alternates, as per USDA NSLP formulation requirements.
 - Sodium \leq 775mg, per slice
 - Saturated Fat \leq 15%
 - Total Fat \leq 35%
 - No Added Trans Fat
- Vegetable Pizza will be one (1) to three (3) toppings. District reserves the right to choose the toppings, at the District's discretion.

Line Item No.	Estimated Monthly Usage	Description	Size Range	Specify Size	Price per Pizza
1	60	Vegetable Pizza - 8 cut	14" to 16"		
2	4000	Pepperoni Pizza - 8 cut	14" to 16"		
3	30	Chicken Pizza - 8 cut	14" to 16"		
4	320	Cheese Pizza - 8 cut	14" to 16"		

For Lines 5 & 6 - Please include two local popular alternative pizzas that meet the required specifications. Example: Sriracha Chicken - 8 cut, 16"

5	unknown				
6	unknown				

Company Name:

Signature:

Date:

RFP Pricing Form

Val Verde Unified School District Food Services

"Traditional" Pizza Product

Product Specifications:

- Minimum 14" Required
- Each Slice MUST Contain:
 - Traditional Pizza Dough Product (NOT Whole Grain Rich)
 - Two (2) or more Bread/Grain Equivalents, as per USDA NSLP formulation requirements.
 - Two (2) or more servings of Meat/Meat Alternates, as per USDA NSLP formulation requirements.
 - Sodium \leq 775mg, per slice
 - Saturated Fat \leq 15%
 - Total Fat \leq 35%
 - No Added Trans Fat
- Vegetable Pizza will be one (1) to three (3) toppings. District reserves the right to choose the toppings, at the District's discretion.

Line Item No.	Estimated Monthly Usage	Description	Size Range	Specify Size	Price per Pizza
1	60	Vegetable Pizza - 8 cut	14" to 16"		
2	4000	Pepperoni Pizza - 8 cut	14" to 16"		
3	30	Chicken Pizza - 8 cut	14" to 16"		
4	320	Cheese Pizza - 8 cut	14" to 16"		

For Lines 5 & 6 - Please include two local popular alternative pizzas that meet the required specifications. Example: Sriracha Chicken - 8 cut, 16"

5	unknown				
6	unknown				

Company Name:

Signature:

Date:

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

1. What is your procedure for notifying customers of shortages and/or substitutions?
2. What is your procedure for notifying customers of a product recall?
3. What procedures do you have in place to fill emergency orders?
4. How many years has your company been in the food service business?

- ## End of Vendor Questionnaire

VAL VERDE UNIFIED SCHOOL DISTRICT

**CERTIFICATIONS
TO BE SUBMITTED WITH
AGREEMENT**

PROPOSER CRITERIA FORM

The Val Verde Unified School District requires that the successful Proposer meet the following minimum requirements:

- In business for minimum of 5 years.
- Have sufficient production facilities to handle the purchase volume
- Have three current school district references.

Please provide three current school district references:

1. School District: _____
Address: _____
Contact Person: _____
Telephone Number: _____
Number of Deliveries per year: _____
2. School District: _____
Address: _____
Contact Person: _____
Telephone Number: _____
Number of Deliveries per year: _____
3. School District: _____
Address: _____
Contact Person: _____
Telephone Number: _____
Number of Deliveries per year: _____

Name of Preparer

Title

Signature of Preparer

Date

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

VAL VERDE UNIFIED SCHOOL DISTRICT**RFP# 2021/2022-01****Branded Pizza Products – Ready to Serve****PROPOSAL FORM****Closing Date: 11:00 am, April 15, 2021****Closing Site: Val Verde Unified School District, Food Services Department – Conference Room****To: Director of Food Services**

1. Pursuant to and in compliance with the Notice Inviting Proposals, Information for Proposers, General Conditions, Proposal Form, Addenda, if any, and other documents relating thereto, the undersigned Proposer, having familiarized him/herself with the terms of the proposal and the conditions affecting the performance of the proposal, hereby proposed and agrees to perform, within the time stipulated everything required in this proposal for the amount herein set forth.
2. This proposal shall continue to remain in effect after the initial period indicated for as long as all parties remain in agreement for additional purchases.
3. Proposer shall complete the provided Non-Collusion Declaration and include it with proposal response.

Name of Firm: _____

Address of Firm: _____

(Name)_____
(Title)

As representative of the Proposer, I hereby certify under penalty of perjury in accordance with the laws of the State of California, that all the information submitted by the Proposer, in connection with Proposal# 2021/2022-02, and all the representations herein made, are true and correct.

Executed this _____ (weekday), _____ (month)
_____ (day), 2021; at _____ (county).

Signature_____
Telephone**END OF PROPOSAL FORM**

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH PROPOSAL**

(Public Contract Code section 7106)

(Amended by Stats. 2011, Ch. 432, Sec. 37. Effective January 1, 2012.)

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal.

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

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

Signature of Officer

Typed Name of Officer

Office

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on:

_____ [date], at _____ [city], _____ [state].

EQUAL OPPORTUNITY EMPLOYMENT

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the _____

_____ (Company)

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

Date

Signature

Printed Name

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by 1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and 2) potential or existing contractors/vendors as part of an original proposal, 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: VAL VERDE UNIFIED SCHOOL DISTRICT		Agreement Number: 6721-00
Address of School Food Authority: 975 W. Morgan St. Perris CA		
Printed Name and Title of Submitting Official: Robert Quanstrom , Director Food Services	Signature: _____	Date: _____
OR		
Name of Food Service Management or Food Service Consulting Company: (Vendor) _____		
Printed Name and Title: _____	Signature: _____	Date: _____
Name of School Food Authority:	Agreement Number:	

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit

April 1998

Approved by OMB 0348-046

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: <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	2. Status of Federal Action: <input type="checkbox"/> Proposal/offer/application <input type="checkbox"/> Initial award <input type="checkbox"/> Post-award	Report Type: <input type="checkbox"/> Initial filing <input type="checkbox"/> Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. 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 Entity (if individual, last name, first name, MI):	10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply): \$ _____ actual planned	1. Type of Payment (check all that apply): <input type="checkbox"/> Retainer <input type="checkbox"/> One-time fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other; specify: _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> Cash <input type="checkbox"/> In-kind; specify: _____ <input type="checkbox"/> Nature _____ <input type="checkbox"/> Value _____		
14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: (_____) _____ Date: _____	

Federal Use Only:

Authorized for local reproduction
Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee 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 No. 4 checks "Sub awardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Proposal (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

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 proposal 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 NEXT PAGE)

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 Food School Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Company Name

Address

Signature

Date

Printed Name

Title

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

INSTRUCTIONS FOR CERTIFICATION

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

CONTRACTOR'S CERTIFICATE: REGARDING DRUG-FREE WORKPLACE

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

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

- 1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- 2) Establishing a drug-free awareness program to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace;
 - b) The person's or organization's policy of maintaining a drug-free workplace;
 - c) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations;
- 3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

Date

Contractor

Signature

**CONTRACTOR'S CERTIFICATE:
REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

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

Date

Contractor

Signature

**CONTRACTOR'S CERTIFICATE:
REGARDING WORKER'S COMPENSATION**

(To be Executed by Vendor and Submitted with Proposal)

Labor Code section 3700 in relevant part provides:

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

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

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

Signature of Authorized Representative

Type Name of Above

Title of Authorized Representative

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

CLEAN AIR AND WATER CERTIFICATION

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt.

Name of Vendor Company

THE VENDOR AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Authorized Representative

Title

Date

FINGERPRINT COMPLIANCE

Certification of Compliance with California Education Code Section 45125.1

I hereby certify that all owners and employees of _____ (name of PROPOSER) who may come in contact with pupils and are required by California Education Code Section 45125.1 to submit or have their fingerprints submitted to the Department of Justice, have now done so, and that I received and reviewed the report; and that none of the foregoing have been convicted of a felony as defined in California Education Code Section 41524.1. The VAL VERDE UNIFIED SCHOOL DISTRICT is entitled to rely upon this representation. PROPOSER hereby agrees to indemnify VAL VERDE UNIFIED SCHOOL DISTRICT for any and all claims, damages, suits, and liabilities that arise out of, or relate to, or is associated with a failure of PROPOSER to comply with California Education Code Section 45125.1 or with a failure to exercise reasonable care with respect to proper selection and/or supervision of PROPOSER's employees who may come in contact with pupils.

Proposer Name: _____

Signature: _____

Printed Name: _____

Title: _____

Address: _____

City, State, Zip Code: _____

Telephone: _____

CERTIFICATION FOR "BUY AMERICAN" PROVISION

This Certification is required for all items domestically grown and processed in the United States which exceeds 50% domestic end product. Proposer is to provide certification for all products derived from domestic products to include Fruit, Vegetables, Grains, Legumes and Oil based products. Failure to certify such items may disqualify award of such line item.

I certify that the following item(s) are produced and processed in the U.S. and contains over 51% of its agricultural food components, by weight or volume, from the U.S.

Note: A manufacture certification on company letterhead may be substituted for this form as long as the exact same language listed above is used.

Line Item Number:	Description:

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification, the Proposer is acknowledging the Buy American requirements per Instructions and Information for Proposers **Item #27 on Page 11 of RFP 2021/2022-01 and will provide the requested documentation when offer of awarded item has been made to vendor.**

Company: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(Copy, complete and sign for additional line items)

BUY AMERICAN WAIVER EXCEPTION LIST

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

b) *Exceptions*. The purchase requirements described in paragraph (a) of this section shall not apply in instances when the recipient agency determines:

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

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

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

(Copy, complete and sign for additional line items)

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification the Proposer is acknowledging the Buy American requirements per Instructions and Information for Proposers **Item #27 on Page 11 of RFP 2021/2022-01** and will provide the requested documentation when offer of awarded item has been made to vendor.

Company: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(Copy, complete and sign for additional line items)