



Pizza Delivery Service

BID PACKET

Bid No. 2019/2020 NS-1

June 2019

Advertisement

April 29, 2019

NOTICE CALLING FOR BIDS

**FULLERTON SCHOOL DISTRICT
NUTRITION SERVICES DEPARTMENT
389 WEST TRUSLOW AVENUE
FULLERTON, CA 92832**

BID NO. 2019/2020 NS-1: Pizza Delivery Service
PROPOSAL DEADLINE: Monday, May 13, 2019 10:00 a.m. PST
(Date) **(Time)**

PLACE OF PROPOSAL RECEIPT: Fullerton School District, Nutrition Services Department
389 West Truslow Avenue, Fullerton, CA 92832.
Attn: Michael Burns

REQUEST FOR INFORMATION: Information Due Date
Wednesday, May 9, 2019 at 10:00 A.M.

NOTICE IS HEREBY GIVEN that the above-named school district of Orange County, California, acting by and through its Board of Trustees, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated proposal deadline, sealed proposals at the place identified above for the award of a contract for Bid No. 2019/2020 NS-1: Pizza Delivery Service.

Proposal documents giving complete details may be obtained at no cost by accessing the Nutrition Services webpage at www.fullertonnutrition.org from the Nutrition Services. For questions, please contact Michael Burns at 714-447-7435 or email at www.michael_burns@myfsd.org.

The DISTRICT reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposals or in the proposal process.

No bidder may withdraw any proposals for a period of **ONE-HUNDRED AND TWENTY (120)** calendar days after the date set for the opening of proposals.

Published: April 29, 2019

NOTICE TO BIDDERS

**Fullerton School District
Nutrition Services Department**

Bid #: 2019-2020 NS-1 - Pizza Delivery Service

Attention Bidders: Interested bidders need to complete and email this form to Michael Burns, Director of Nutrition Services at michael_burns@myfsd.org or fax it to 714-447-7476 by May 9th, 2019 by 10:00 AM. Your information will be compiled on a list to receive addendum updates and bid clarification. RFI are due May 9th, 2019 by 10:00 AM.

Company Name: _____

Representative Name: _____

Title: _____

Address: _____

City: _____

State/Zip Code: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Contact Michael Burns, Director at michael_burns@myfsd.org or Terri Gonzalez, Senior Secretary at terri_gonzalez@myfsd.org if you have any questions regarding this bid by May 1, 2019. The above information will be used to send addendums for this bid to all potential bidders who received the bid from the District.

TABLE OF CONTENTS

Bid Packet.....	1
Notice Calling for Bids.....	2
Notice to Bidders.....	3
Table of Contents.....	4
Check Off List.....	6
Terms and Conditions.....	7
Instructions to Bidders.....	19
Service Level Agreement.....	24
Delivery Schedules.....	27
Bid Page.....	33
Product Specifications.....	34
Buy American Certification.....	35
Bid Form.....	36
Product Formulation Statements.....	38
References and Evaluation.....	42
Non-Collusion Declaration.....	44
Suspension & Debarment Certification.....	45
Instructions for Certification.....	46
Criminal Records Check/Fingerprinting Certification.....	48
Criminal Records Check/Employee List.....	49

Notice to Contractors Regarding Criminal Records Check.....	50
Drug Free Workplace Certification.....	52
Workers Compensation Certification.....	54
Certification Regarding Lobbying.....	55
Disclosure of Lobbying Activities.....	56
Disclosure of Lobbying Activities Information.....	58
Supplier's Certificate Regarding Alcohol Beverages/Tobacco-Free Campus	60
Attachment A: Calendar/District Holidays & Break.....	61
Attachment B: School Site Locations.....	62
Attachment C: Whole Grain Rich Equivalency.....	63
Attachment D: Meat/Meat Alternate Equivalency.....	64

Check Off List

PIZZA DELIVERY SERVICE

Bid No. 2019/2020 NS-1

***Due by 10 a.m. PST on May 13, 2019 (all of the following items must be included in bid packet):**

1. PiggyBack Clause (form included in packet, pg. 18)
2. Service Level Agreement (form included in packet)
3. Delivery Schedule Verification (form included in packet)
4. Bid Page (form included in packet)
5. Bid Form (form included in packet)
6. Product Formulation Statement (form included in packet)
7. References and Evaluation (form included in packet)
8. Non-Collusion Declaration (form included in packet)
9. Suspension and Debarment Certification (form included in packet)
10. Health Department Inspection Report (form **NOT** included in packet)

****Due within five (5) business days after notice of award:**

1. Criminal Records Check Certification (form included in packet)
2. Drug-Free Workplace Certification (form included in packet)
3. Workers' Compensation Certificate (form included in packet)
4. Disclosure of Lobbying Activities/Certificate Regarding Lobbying (form included in packet)
5. Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus (form included in packet)
6. Certificate of Liability Insurance (form **NOT** included in packet)

If the MARKED items are not SUBMITTED WITH THE PROPOSAL OR returned at the time of the bid opening, *the bidder will be declared NONRESPONSIVE.

****Items which successful bidder must submit WITHIN FIVE (5) BUSINESS DAYS after NOTICE OF AWARD.**

TERMS AND CONDITIONS

SCOPE OF BID

This Bid is for the purchase of Pizza Delivery Service for the Nutrition Services Department for Fullerton School District. The products requested by the District in this bid are estimates and amounts may vary depending upon the needs of the Nutrition Services Department. Bidders will be required to deliver to the school sites listed, and as required by the Nutrition Services Department. There may be non-delivery days because of holidays or school closures, and bidders must account for these closures in their bids.

1. BID SUBMITTAL

Bidders will be required to submit with their bids all required information regarding the products listed in the bid. The bid packet must include the original signed documents, a duplicate copy, and a USB drive with the required documents downloaded. Bids are due in the Nutrition Department by the submittal deadline, in a sealed envelope or package, and with the bid number and date and time due, displayed on the package or envelope. The bid submittal deadline is Monday, May 9, 2019, at 10:00:00 A.M. Bidders shall submit their bids on or before the due date and time. The receiving time in the Nutrition Department will be the governing time for receipt of bids. Bids will not be opened or revealed before the time set for receipt.

2. EVALUATION/AWARD

The District reserves the right to contract with any entity responding to this bid, to reject any bid as non-responsive, and not to contract with any Bidder for the services described herein. The District makes no representation that participation in the bid process will lead to an award of contract, or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any bid in response to this bid solicitation.

The District shall **not be obligated to accept the lowest priced bid**. Award will be based on the bidder whose bid has been determined to be responsive and responsible, meeting the specified qualification criteria herein, and the lowest price overall or by line item, whichever is deemed most advantageous to the District. The District, however, reserves the right to reject anyone or all bids, to waive any informality in the bids or in the bidding, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever bid is deemed to be the lowest responsible bid meeting all the criteria specified in the bid.

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

The District will evaluate all bids based on flavor, appearance, references, and the lowest responsive and responsible bidder. Each specified product will have samples taste tested for flavor that measures taste, texture, and appearance. The highest score will be ranked 1st, second highest score will be ranked 2nd, and each subsequent score ranked equally. The lowest cost will

be determined by adding the Total Bid cost column from each specified product in the Bid Form. The lowest cost will be ranked 1st, second lowest cost will be ranked 2nd, and each subsequent ranked equally. Bidders are required to submit a cost and sample for all products specified in the Bid Form. Missing cost or samples will subject the bidder as non-responsive.

Proposals will be evaluated on the following criteria:

- A. Experience and references with similar projects (10 points)
- B. Evaluation questions (10 points)
- B. Appearance (10 Points)
- C. Taste Test (35 Points)
- D. Cost (35 Points)

3. THE BID

Bids shall be written in black or blue ink or typed. Quotes are to be verified before submission, as they cannot be corrected after bids are opened. All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted. Bidder shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of examination, inquiry or knowledge. Any change of the printed portion of the bid form itself constitutes alteration and is cause for immediate rejection of the bid. Bids should be submitted on the forms provided or downloaded, typed in the spaces provided, sign in blue or black ink, and submit signed original. Failure to supply all required forms in this packet will prevent the bid from being considered for award.

4. FAX BIDS

Facsimile copies of bids will not be accepted for formal advertised bids.

5. DEFINITIONS

Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.

6. NAME AND NATURE OF BIDDER'S LEGAL ENTITY

The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct bidder name by an authorized officer.

7. ADDENDA OR BULLETINS

Any addenda or bulletins issued by the District during the time of bidding to the bidder for the preparation of this bid shall be covered in the bid and shall be made part of the contract.

8. WITHDRAWAL OF BID

Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of one hundred and twenty (120) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to Public Contract Code Sections 5100 et. seq.

9. ASSIGNMENT OF CONTRACT OR PURCHASE ORDER

The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.

10. BID NEGOTIATIONS

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

11. PRICES

Prices should be typed or written and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder's authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Orange County for products listed herein.

12. TAXES

Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state bidders only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required.

13. PERFORMANCE GUARANTEE

The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the Director of Purchasing Services. A continuous performance bond in the amount of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the

Director of Purchasing Services is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.

14. BRAND NAME AND NUMBER

The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the bid form. Should any item for which bids are requested be patented, or otherwise protected or designated by the particular name of the maker and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Nutrition Services to be equal in all respects to that specified. If samples are requested by the Director of Nutrition Services for this determination, they shall be submitted in accordance with Paragraph 15, except that they may be submitted after the bid opening.

15. Sample

Samples shall be furnished free of cost to the District on Monday, May 9, 2019 10:00 a.m. They are to be delivered to Nutrition Services, 389 West Truslow Ave, Fullerton CA 92832, unless otherwise specified. The District reserves the right to reject the bid of any bidder failing to submit samples as requested. Samples must be plainly marked with name of bidder, bid number and date of the bid opening. Samples of the successful bidder(s) may be retained for comparison with deliveries. Samples will not be returned and bidder(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

16. QUANTITY AND QUALITY OF MATERIALS OR SERVICES

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

17. DISTRICT REQUIREMENTS

The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period.

The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

18. ACCEPTANCE OR REJECTION OF BIDS

The District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the District. The District reserves the right in its absolute discretion to accept bids as deemed necessary for the best interest of the Nutrition Services Department, including the availability of specialty items not carried by another vendor. The District may take into account the performance of the bidder with respect to any recent contract(s) with the District and other school districts. The Governing Board of the District, however, reserves the right to reject any one or all bids, to waive any informalities in the bids or in the bidding, to judge the merit and qualifications of the materials, equipment, and services offered, and to accept whatever bid is deemed to be the lowest responsible bid MEETING ALL THE CRITERIA SPECIFIED IN THE BID. Past performance of a bidder will be evaluated and could subject a bid to be rejected. All bidders will be notified in writing of the award.

19. BID EXCEPTIONS

All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered.

20. AWARDS

The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

21. EXECUTION OF CONTRACT

Issuance of a Purchase Order shall be evidence the contractual agreement between the bidder(s) and the District and the bidder's acceptance of these Bid Instructions and Conditions.

22. DELIVERY

Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the bid form. See Delivery Schedule.

23. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Bidder shall, at bidder's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Contract, a policy or policies of insurance covering vendor's services, and furnish to DISTRICT a certificate of insurance evidencing all coverages and endorsements required hereunder. All insurance shall be with an insurance company with a rating of A or better, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company. Oldwick, New Jersey 08858 and authorized to conduct business in the State of California. Minimum coverages shall be as follows:

- (1) Public Liability Insurance
 For Injuries including accidental
 Death, to any one person in an amount
 Not less than \$1,000,000.00
Per occurrence
 And
- (2) Subject to the same limit
 For each person on account of
 One accident, in an amount not less than \$1,000,000.00
Per occurrence
- (3) Property Damage Insurance
 In an amount not less than \$1,000,000.00
Per occurrence
- (4) Comprehensive Automobile
 Liability Insurance covering the
 Use of all owned; non-owned and
 Hired vehicles with combined
 Bodily injury and property
 Damage in an amount not less than \$1,000,000.00
Per occurrence
- (5) Statutory Workers' Compensation Insurance in accordance with
 Sections 3700 and 3800 of the Labor
 Code of the State of California
- (6) An endorsement to said policy(s)
 Naming DISTRICT as an additional
 Insured while rendering services Under this Contract
- (7) A thirty (30) day written notice To DISTRICT of cancellation
 or reduction in coverage

24. AMERICAN MADE PRODUCTS

In compliance with Sections 4300 to 4305 of the California Government Code, only materials produced or manufactured in the United States will be procured by the District, except for those

which fall within the purview of Sections 4301, 4302 and 4303.5. In compliance with Code Sections 4330 to 4334 inclusive California products shall receive preference over materials made elsewhere. If a bidder is proposing an article of foreign make, the fact must be stated in his bid.

25. TERMINATION:

- A. Failure on the part of the successful bidder to meet contract requirements shall be cause for cancellation. Either party may cancel contract upon a thirty (30) days written notice to the other party.

- B. The District reserves the right to terminate the contract at any time for due cause which shall include such reasons as unsatisfactory service/unsatisfactory products; or to extend the contract with present vendor(s) upon annual review of weighted factors, performance of service and/or provision of quality products.

- C. The District shall hold the successful bidder liable and responsible for all damages, which may be sustained because of his failure to comply with any conditions herein. If the successful bidder fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fail to comply with the terms of the document in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful bidder. Additional costs accrued by the District through this purchase may be deducted from unpaid invoices or must be paid to District by the successful bidder. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

26. BILLING, DISCOUNTS AND PAYMENTS

Bidder will bill in accordance with the instructions on the purchase orders. Discounts for prompt payment are encouraged and may be offered. Prompt payment discount will not, however, be considered in evaluating bids.

27. PRECEDENCE

In the event of conflict between contract terms and conditions, special provisions, specifications, plans and drawings and instructions, the following order of precedence shall prevail: specifications; terms and conditions; special provisions; plans and drawings; instructions

28. FAILURE TO FULFILL CONTRACT

When any bidder shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said bidder, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Governing Board to be to the best advantage of the Fullerton School District. Any failure for furnishing such articles or services by reason of the failure of the bidder, as above state, shall be a liability against such bidder and his sureties. The Governing Board reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental

regulations or similar causes beyond the contract of the bidder provided satisfactory proof is furnished to the Governing Board, if requested.

29. MISCELLANEOUS PROVISIONS:

A. Assignment of Contracts

The Bidder shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the District.

B. Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon the Bidder and District and their respective successors and assigns.

C. Severability

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

D. Amendments

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

E. Entire Agreement

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

F. Force Majeure

The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

G. Hold Harmless Clause

To the fullest extent permitted by law, the successful bidder agrees to indemnify, defend and hold Districts entirely harmless from all liability arising out of:

1. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to successful bidders' employees or successful bidder's subcontractor's employees arising out of successful bidders' work under this bid; and
2. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the successful bidder, or any person, firm or corporation employed by the successful bidder, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the successful bidder's work under this bid, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the District.
3. The successful bidder, at the bidder's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

H. Prevailing Law

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all goods to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

I. Governing Law and Venue

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

J. Permits and Licenses

The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

K. Toll Charges

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

L. Contract Documents

The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the

District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. Independent Contractor

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

N. Anti-discrimination

EQUAL EMPLOYMENT OPPORTUNITY. In connection with the execution of the contract, successful bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The bidder shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and Selection for training, including apprenticeship.

O. Fingerprinting

Successful bidder agrees to comply with all provisions of Education Code Section 45125.1. Successful bidder will conduct a criminal background check of all employees, agents, and representatives assigned to District that will enter the Campuses and other District facilities for purposes of providing services covered by this bid during Normal District hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified, will have contact with pupils. Successful bidder will provide the District with a list of all employees providing services pursuant to this bid. In the alternative, successful bidder shall agree that all employees, agents, and Representatives assigned to District that will enter the Campuses and other District facilities during normal District hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1

P. Termination Without Cause

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

Q. Product Shortages

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

30. TERM OF AGREEMENT

The term of this agreement is for one year from July 1, 2019 through June 30, 2020.

31. CONTRACT RENEWAL

If mutually agreeable, the District reserves the right to renew the contract from July 1, through June 30 for a period of three (3) successive years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the bidder, in writing, thirty (30) days prior to the expiration of the contract.

32. PRICE CHANGES

Prices must be stated in the units specified and remain firm for all orders placed during the Agreement period. Prices must be firm for the Agreement period and may only be **increased** on a pass-through basis, (i.e. increase to Distributor five cents, increase to District five cents) and must be accompanied by written proof of increase by suppliers. Products ordered prior to price increase and calling for immediate delivery will be billed at original price regardless of delivery date.

In the event of a price decline, or should bidder sell the same product under similar quantity and delivery conditions to the State of California, or any other county, municipality or school district of the State of California, at prices below those specified herein, such lower prices are to be immediately extended to the DISTRICT. In addition, within 24 hours of any price decrease, the DISTRICT shall be notified in writing of such changes and pending orders shall reflect the newer price.

The contract bid price shall include full compensation for providing all required services as specified in this scope of work. No additional compensation will be allowed. Initial pricing to be based on 2019 prices.

Bids submitted with bidder's special conditions added such as statements limiting firm pricing for a period less than the stated bid period or minimum delivery quantities or items bid all or none, may be considered non-responsive and may be rejected. All prices are to remain firm for the duration of the Agreement.

The District may negotiate for a volume purchase to be delivered directly to the District but which will be billed through the successful bidder.

The successful bidder will be expected to maintain inventory of items that are regularly ordered by the District so that short and or back orders are minimized.

33. PIGGYBACK CLAUSE

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the bidder, 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, lease-purchase, or rent 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 Contract Code.

The Fullerton School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

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

Piggyback option granted: _____

Piggyback option not granted: _____

INSTRUCTIONS TO BIDDERS

1. BIDDER'S RESPONSIBILITIES

EACH BIDDER IS RESPONSIBLE FOR READING THIS ENTIRE DOCUMENT CAREFULLY AND FOR BECOMING FAMILIAR WITH ALL THE INSTRUCTIONS, TERMS AND CONDITIONS, PLANS, SPECIFICATIONS AND DRAWINGS BEFORE SUBMITTING A BID. DO NOT ASSUME THAT THIS DOCUMENT IS THE SAME AS OTHER SOLICITATIONS YOU MAY HAVE RECEIVED FROM THIS OFFICE.

Submittal of a bid shall be incontrovertible evidence that the Bidder understands the solicitation requirements and has determined that the plans and specifications fall within an acceptable standard and are sufficient for bidding and delivering the required items; and that Bidder is capable of delivering items/equipment which complies with the plans and specifications within required time frame.

The governing Board reserves the right to correct errors or omissions in specifications wherever necessary for the proper fulfillment of the intentions of the bid.

2. BID PREPARATION

All bids must be prepared and submitted using only the Bid Form, questionnaire or other forms included in the solicitation package. Bids prepared, on any other forms may be rejected. All forms must be complete, see Check Off List, and information must be typed or in ink.

Numbers shall be stated both in words and in figures where so indicated. Where there is a conflict in the words and the figures, the words shall govern. Both unit and extended prices must be shown on bid forms when spaces are provided. In the event of an error in the extension of bid prices, unit prices will prevail.

Prices, wording and notations must be in ink or typewritten. The person signing the bid shall initial erasures or other changes. The District may reject as non-responsive any bid, which it finds to be unintelligible, inconsistent or ambiguous.

In the event you do not wish to bid, please mark "NO BID" and return at least the Notice to Bidders or your name may be removed from the Bidder's List.

3. SUBMISSION OF BIDS

Submit the original and one copy of the bid, and an electronic copy on a USB drive to the Nutrition Department with all required forms. The solicitation shall be enclosed in a SEALED ENVELOPE. THIS ENVELOPE SHALL BE CLEARLY MARKED IN THE UPPER LEFT HAND CORNER WITH THE BIDDER'S NAME, THE BID NUMBER, PROJECT DESIGNATION, AND THE BID OPENING DATE AND TIME.

The Bidder is solely responsible to ensure that the bid is delivered or mailed to the place of bid receipt set forth in the Notice Calling for bids. The bids must be received prior to the scheduled closing time for receipt of bids. Postmarks indicating the date of mailing shall not be considered as evidence of receipt of bid. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bids may be opened and read aloud at the DISTRICT office after the time set for bid opening. No bids will be received after that time.

No Bidder may withdraw any bid for a period of one hundred and twenty (120) days after opening of bids. Withdrawal of bid after opening may result in forfeiture of the BID BOND.

The submission of a bid shall be incontrovertible evidence that the Bidder understands and intends to comply with all requirements of this solicitation and contract.

4. BID SECURITY

No bid security will be required for this solicitation

5. SIGNATURE

All forms and certifications enclosed herein must be signed in the name of the bidder. All signatures must be of the person or persons duly authorized to sign the bid, or the Bid may be rejected.

If Bidder is a CORPORATION, the legal name of the CORPORATION shall first be set forth, together with TWO signatures: ONE from among the chairman of the board, president or vice president and ONE from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. SUCH DOCUMENTS SHALL INCLUDE THE TITLE OF SUCH SIGNATORIES BELOW THE SIGNATURE AND SHALL BEAR THE CORPORATE SEAL.

In the event the Bidder is a JOINT VENTURE or PARTNERSHIP, the Bidder shall submit with the Bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, and these certifications shall name the individual who shall be the agent of the joint venture or partnership, and to act in all matters relative to the contract resulting therefrom for the joint-venture or partnership.

If Bidder is an INDIVIDUAL, his signature shall be placed on such documents. All signatures must be in ink. Facsimile signatures are not acceptable. Unsigned bids will be returned.

6. EXAMINATION OF EQUIPMENT, FACILITIES AND CONTRACT DOCUMENTS

At its own expense and prior to submitting its Bid, each Bidder shall examine the Bid Documents; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the Contract, and determine the character, qualities and quantities of

the items required. The submission of a Bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision.

7. CLARIFICATION OF PLANS AND DOCUMENTS

If there is any doubt as to the true meaning of any part of the solicitation or contract documents, if you believe there are any discrepancies in, or omissions from the specifications, submit a written request for an interpretation or correction to the District Nutrition Department, Attn: Michael Burns, Director of Nutrition Services at Michael_Burns@myfsd.org. The bidder submitting this request for information shall be responsible for its prompt delivery. Requests must be received by May 1st.

Any interpretation or correction of the contract documents will be made only by addendum issued by the Governing Board. A copy of such addendum will be uploaded to the District website. If discrepancies in specifications are not covered by addenda, bidder shall include in the bid the method and materials resulting in the highest bid.

No person is authorized to make any oral interpretation of any provision in the solicitation or contract documents, nor shall any oral interpretation be binding on the District.

8. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid in response to this solicitation unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

9. AWARD OF CONTRACT

See under Terms and Conditions.

10. ALTERNATE BIDS

If alternate bids are called for, the award will be in accordance with Special Provisions.

11. COMPETENCY OF BIDDERS

The District intends to award contracts only to those bidders that it considers responsible enough to perform the contract. In order to determine responsibility, the District reserves the right to conduct any investigations it deems necessary. The District may consider the organization, financial condition, experience, facilities, performance under other contracts, and industry reputation of both the bidder and any subcontractors in determining responsibility. The District may also consider the costs, maintenance considerations, performance data, and guarantees of any equipment and/or materials offered under the bid.

12. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. Bidder shall sign and file with DISTRICT the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

13. SUBSTITUTION OF "OR EQUAL" PRODUCTS:

Whenever in the specifications any material, process, service or equipment is indicated or specified by brand name, trade name, proprietary name or by name of the manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the material, process, service or equipment desired and shall be deemed to be followed by the words "or equal". Bidder may offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified subject to District approval. Should the bidder wish to request any substitution for the material, process, service or equipment indicated or specified by brand name, trade name, proprietary name or by name of the manufacturer, the bidder shall submit a written request to the District by May 1, 2019. If the substituted item is acceptable, the District will approve it in an Addendum issued to all bidders of record. Request for substitution received after May 1, 2019 will not be considered. These time limitations shall be complied with strictly.

There will be no exceptions made to these timelines. It is expressly understood and agreed to by the bidder that the District reserves the right to reject any proposed substitution. If the material, process, service, or equipment offered by bidder is not, in the sole opinion of the District, substantially equal or better in every respect to that specified, and is rejected by the District, then the bidder expressly understands and agrees that bidder shall furnish the material, process, service, or equipment specified by the District.

With respect to a proposed substitution of an "equal" item, the District is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of a proposed substitution shall be borne by the bidder. The District shall be the sole judge as to the quality and suitability of the proposed substitution, and the decision of the District shall be final and conclusive. The District shall notify the bidder in writing of the decision concerning the proposed substitution.

14. DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Government Code Sections 8350 et seq., the successful bidder will be required to execute a drug-free workplace certificate upon execution of the agreement. The bidder will be required to take positive measures outlined in the certificate in order to insure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the drug-free workplace act

could result in penalties including termination of the agreement or suspension of payment thereunder.

15. PROHIBITED INTERESTS

No official of District who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving this contract, shall become directly or indirectly interested financially in this contract or in any part thereof. Bidder shall receive no compensation and shall repay District for any compensation received by bidder hereunder, should bidder aid, abet or knowingly participate in violation of this article.

Service Level Agreement

Fullerton School District (District) is requesting bids for Pizza Delivery Service.

The District is comprised of 20 schools and sites requiring delivery with an average daily attendance of approximately 14,000 students.

Agreement: Below are the details of the service expectations from the successful bidder upon receiving the award for this bid. Successful bidder must understand and agree to the following levels of service if they are to enter into an agreement with Fullerton School District. The Bidder understands that the District's Pizza Delivery Service bid includes the purchase of products, and includes service/delivery expectations that must be agreed to prior to entering into this agreement.

This is a one (1) year bid with the possibility of two (2), one (1) year extensions. This bid will be from July 1, 2019 thru June 30, 2020.

1. Failure to meet these specifications shall entitle the District to cancel the contract with 30 day notice.
2. All Pizza Delivery Service products specified will be purchased from the successful bidder(s) selection. The District reserves the right to add or delete product; increase or decrease amounts; add or delete site locations. The District will schedule deliveries to its facilities and place orders through the purchase order process.
3. Bidder submitting a bid shall provide specification outline herein represent the minimum acceptable quality for products requested. Product Specification Sheets and/or Product Formulation Statement must include the product name, code number, a CN Label (when applicable) manufacturer, signature of a company representative, and a date. Product Specification Sheet must have the information necessary to confirm manufactures statement regarding product components contribution toward the reimbursable meal.

The following information will be required from the manufacturer: serving size, weight (gm), calories (kcal), trans fat (gm), carbohydrate (gm), protein (gm), total fat (gm), saturated fat (gm), cholesterol (gm), sodium (gm).

4. The Nutrition Services Department utilizes a computer software program to analyze the nutrient content of student meals. The bidder will therefore be required to provide a complete nutrient analysis and ingredient statement of the product. Nutrient information shall be obtained from an independent laboratory report.
5. All products packages will be delivered in new pizza boxes and shall be so constructed as to insure safe transportation to point of delivery. Packaging should minimize breakage and maintain freshness. Containers carrying boxes should be clean. Soiled and damaged containers will not be accepted. Only new boxes shall be used for packaging.

Delivery Requirements

1. Bidder will be required to make deliveries at the time and place specified in vehicles suitable for the purpose intended and said vehicles shall be equipped as required by applicable laws, rules, and regulations. Pizza shall be delivered at 135 degrees or higher. Pizza delivery person shall take temperature of pizza upon delivery and document the temperature on the receipt. Deliveries below 135 degrees will be rejected at the bidder's expense.

Bidder awarded this contract, or any portion thereof, shall deliver products within forty-eight (48) hours from the time the order is placed. The District reserves the right to order from another supplier of choice for those items which cannot be delivered F.O.B. to the District within forty-eight (48) hours by the Bidder, and Bidder shall be responsible for any additional costs that result due to its failure to deliver in a timely manner.

The Bidder shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the work under this contract and shall take all necessary measures and be responsible for the proper care and protection of materials delivered and work performed.

2. Time and manner of delivery are essential factors in proper performance under the purchase order. Unless otherwise specified, the bidder shall be responsible for delivery and shall pay all costs, including drayage, freight and packing, for delivery F.O.B.. Delivery times are as follows: Nutrition Services accepts pizza deliveries Monday through Saturday and is closed on holidays, furlough days, and dates specified in Calendar. Deliveries for Pizza Delivery Service may be as late as 5:30 p.m. Monday - Saturday. Each item shall be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by a packing slip. Payments for unauthorized partial deliveries will not be made until the entire order has been completed.
3. All refrigerated products must be delivered on refrigerated trucks and frozen food products must be delivered to the District on 0-degree Fahrenheit trucks. Dry products will be delivered on separate trucks or a combination refrigerated/frozen and dry truck. Trucks and products will be inspected at the time of delivery.

Condition of Products: shall be in good condition at the time of delivery.

All materials must be food grade and must be compounded under sanitary conditions acceptable to Federal, State, and local public health regulations.

All food items shall have commercial labels. If the product is not identified with a brand name or trade name, bidder shall indicate the name of the manufacturer or packer of the product.

4. Delivery shall not be made so close to service time as to create concern by the school site and necessitate emergency deliveries by the Nutrition Services Department.
5. Deliveries will be accepted during operational hours only. Included delivery schedule is current year's schedule. Next year's schedule could change and will be provided to

awarded bidder before the start of next school year.

6. Advanced approval by Nutritional Services Department must be obtained prior to substitutions being made. Items substituted must be of equal or better quality, approved by the District, and priced as the same as the item the District would normally receive.
7. In the event deliveries are not made, which results in loss of reimbursement funds for the District's lunch program; upon satisfactory agreement between the awarded bidder and the District, the District will deduct the total lost reimbursement from the bidder's current invoices or not be charged for future deliveries.
8. Credits for sub-standard or late delivered products are to be given to District. (Exception – no credit to department for damaged or out-of-code products due to fault of customer, i.e., customers refrigeration failure)
9. Payment from the District to the distributor will be made within 30 days after the receipt of the month end statement.

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

11. Federal Regulation 210.10a(n)(8) allows specified access to bidder's records if the contract total amounts are greater than \$10,000. Does your company agree to this?
YES _____ NO _____

12. A duplicate of the signed invoice shall be left at each location at the time of the delivery. An itemized monthly statement showing each delivery location must be sent to Districts' Nutrition Services Department at 389 W. Truslow Ave., Fullerton, CA 92832. Quantities, item descriptions, unit prices and extended amounts must be shown on each invoice; this shall apply to all credits. The person receiving shall sign invoices and credits.

By signing below, you agree to provide the above level service to Fullerton School District.

Company Name (Print or Type)

Authorized Company Representative Signature

Date

Print Name

Telephone Number

Email Address

Delivery Schedule

SUPPER

Location, times and amounts are subject to change

SCHOOL SITE	CURRENT AMOUNT	THURSDAY PIZZA DELIVERY SERVICE TIME & LOCATION
Commonwealth	90	2:55 PM @ Commonwealth Lunch Tables
Ladera Vista	90	3:00 PM @ Ladera Vista Kitchen
Maple	80	3:15 PM @ Maple Lunch Tables
Nicolas Jr. High	30	3:55 PM @ Nicolas Kitchen
Orangethorpe	160	2:30 PM @ Orangethorpe Kitchen
Pacific Drive	130	2:30 PM @ Pacific Drive Kitchen
Raymond	120	3:50 PM @ Raymond Kitchen
Richman	140	2:45 PM @ Richman Lunch Tables
Valencia Park-FSD	60	3:20 PM @ Valencia Park Kitchen
Valencia Park-B&G	50	3:20 PM @ Valencia Park Kitchen
Woodcrest	90	3:35 PM @ Woodcrest Lunch Tables

Delivery Schedule

SATURDAY SCHOOL

**Location, times and amounts are subject to change.
School sites vary from 0 to 20 schools on Saturdays**

SCHOOL SITE	CURRENT AMOUNT	SATURDAY SCHOOL VARIES EXTENSIVELY PIZZA DELIVERY SERVICE TIME & LOCATION
Acacia	VARY	VARY
Beechwood	VARY	VARY
Commonwealth	VARY	VARY
Fern Drive	VARY	VARY
Fisler	VARY	VARY
Golden Hill	VARY	VARY
Hermosa	VARY	VARY
Ladera Vista	VARY	VARY
Laguna Road	VARY	VARY
Maple	VARY	VARY

Nicolas Jr. High	VARY	VARY
Orangethorpe	VARY	VARY
Pacific Drive	VARY	VARY
Parks Jr. High	VARY	VARY
Raymond	VARY	VARY
Richman	VARY	VARY
Rolling Hills	VARY	VARY
Sunset Lane	VARY	VARY
Valencia Park	VARY	VARY
Woodcrest	VARY	VARY

Delivery Schedule

ELEMENTARY LUNCH

Location, times and amounts are subject to change.

School sites vary from 0 to 2 schools per day.

SCHOOL SITE	CURRENT AMOUNT	PIZZA DELIVERY SERVICE TIME & LOCATION
Acacia	31	11:15 AM @ Acacia Kitchen
Beechwood	20	10:45 AM @ Beechwood Kitchen
Commonwealth	33	11:25 AM @ Commonwealth Kitchen
Fern Drive	29	11:30 AM @ Fern Drive Kitchen
Fisler	27	11:25 AM @ Fisler Kitchen
Golden Hill	28	11:15 AM @ Golden Hill Kitchen
Hermosa	27	11:00 AM @ Hermosa Kitchen
Laguna Road	22	12:00 PM @ Laguna Road Kitchen
Maple	29	11:00 AM @ Maple Kitchen
Orangethorpe	51	10:35 AM @ Orangethorpe Kitchen

Pacific Drive	43	10:45 AM @ Pacific Drive Kitchen
Raymond	37	10:30 AM @ Raymond Kitchen
Richman	56	10:35 AM @ Richman Kitchen
Rolling Hills	31	11:35 AM @ Rolling Hills Kitchen
Sunset Lane	49	10:50 AM @ Sunset Lane Kitchen
Valencia Park	52	11:05 AM @ Valencia Park Kitchen
Woodcrest	34	10:45 AM @ Woodcrest Kitchen

Delivery Schedule

MIDDLE & JUNIOR HIGH SCHOOL LUNCH

Location, times and amounts are subject to change.

SCHOOL SITE	CURRENT AMOUNT	PIZZA DELIVERY SERVICE TIME & LOCATION
Beechwood	70	Mon/Fri 11:00 AM @ Beechwood Kitchen Wed 10:00 AM @ Beechwood Kitchen
Fisler	90	Mon/Fri 12:00 PM @ Fisler Kitchen Wed 10:30 AM @ Fisler Kitchen
Ladera Vista	480	Mon/Fri 11:00 AM @ Ladera Vista Kitchen Wed 10:00 AM @ Ladera Vista Kitchen
Nicolas Jr. High	340	Mon/Fri 12:00 PM @ Nicolas Kitchen Wed 11:30 AM @ Nicolas Kitchen
Parks Jr. High	330	Mon/Fri 11:20 AM @ Parks Kitchen Wed 10:50 AM @ Parks Kitchen

I certify that I understand and am capable to fulfill the deliveries stated above for Supper, Saturday and Lunch for all sites listed.

List Delivery limitation or state "none":

Signature: _____ **Date:** _____

BID PAGE

Nutrition Services - Fullerton School District Bid No. 2019/2020 NS-1

In compliance with the request for bids, the undersigned, acting for the bidder named, hereby proposes and agrees, if this proposal or part of this proposal is accepted, to furnish the items at the prices bid opposite each item, within the period indicated, and in accordance with general conditions, and specifications set forth in these documents.

Proposal Submitted by:

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

BIDDER NAME: _____

BY: _____
Print or type name
Manual signature

TITLE: _____

ADDRESS: _____
Number
Street
City
State
Zip

 Phone Date

Additional condition or
 explanations: _____

This document must be completed, signed and returned in sealed bid package

Product Specifications

Pizza, Whole Grain-Rich, Pepperoni

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

Pizza, Whole Grain-Rich, Cheese

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

Additional Requirements For all Pizza Products

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

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

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

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

BUY AMERICAN CERTIFICATION

By the requirements of the Richard B. Russell National School Lunch Act's (NSLA) Buy American provision that school food authorities (SFAs) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable.

Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United States substantially (greater than 51%) using agricultural commodities that are produced in the United States.

There is two situations which may warrant a waiver to permit purchases of foreign food products include: 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

If Vendor offers a non-American product, Vendor must list the product below. Product is subject to review by District. If District declines a waiver, product will be awarded to lowest priced item meeting award criteria. District's decision on approval of foreign substitutions will be final.

Product Description	Country of Origin	Domestic Price	Non-America Price	Reason for Waiver

Attach additional sheets if necessary.

Name of Contractor

Date

Signature of Authorized Official

Title

Bid Form

Pizza Delivery Service - Bid # 2019/2020 NS-1

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

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

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

Prices need to be for July 1st 2019 to June 30th, 2020

Pepperoni Pizza Bid Form

Item #	Description	Unit of Measure	Est. Annual Qty.	Number of Slices	List "or equal" products or slice count if different from 10	Delivered Price per Unit Cost (Pie)
1	Pizza, Whole Grain-Rich, Pork or Beef Pepperoni - 10 Slices	Pie	18,500	10		

Cheese Pizza Bid Form

Item #	Description	Unit of Measure	Est. Annual Qty.	Number of Slices	List "or equal" products or slice count if different from 10	Delivered Price per Unit Cost (Pie)
2	Pizza, Whole Grain-Rich, Light Mozzarella Cheese - 10 Slices	Pie	4,500	10		

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

Company Name (Print) _____

Name and Title (Print) _____

Signature _____

Address: _____

Phone: _____

Email: _____

Fax: _____

Product Formulation Statement Cheese Pizza

Product: _____

Slice count: _____

Portion size: _____

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

*Crust must be at least 51% whole wheat

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

A. Meat/Meat Alternates (per slice)

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

B. Grains (per slice)

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

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

C. Fruits & Vegetables (per slice)

Description of Creditable Fruit and/or Vegetable Ingredients per USDA	Vegetable Sub Group	Creditable cups per product recipe	Divide credible cups by servings (slices) per product recipe	Cups Creditable Amount

FBG				
Pizza Sauce	Red/Orange		÷(____)	
Total Cups of Creditable Vegetables per slice				

Nutrient Analysis

Analysis must be computed by certified nutrient analysis software program.

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

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

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

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

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

Signature

Title

Printed Name

Date

Phone Number

Product Formulation Statement
Pepperoni Cheese Pizza

Product: _____

Slice count: _____

Portion size: _____

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

*Crust must be at least 51% whole wheat

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

A. Meat/Meat Alternates (per slice)

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

B. Grains (per slice)

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

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

C. Fruits & Vegetables (per slice)

Description of Creditable Fruit and/or Vegetable Ingredients per USDA FBG	Vegetable Sub Group	Creditable cups per product recipe	Divide credible cups by servings (slices) per product recipe	Cups Creditable Amount

Pizza Sauce	Red/Orange		÷()	
Total Cups of Creditable Vegetables per slice				

Nutrient Analysis

Analysis must be computed by certified nutrient analysis software program.

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

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

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

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

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

Signature

Title

Printed Name

Date

Phone Number

References and Evaluation

List three business references/experiences. Schools and contracted large scale deliveries are most relevant and should be listed below.

1. Business reference

Name: _____

a. Length of service: _____

b. Name of contact: _____

i. Phone number: _____

ii. Email: _____

c. Describe work performed:

2. Business reference

Name: _____

a. Length of service: _____

b. Name of contact: _____

i. Phone number: _____

ii. Email: _____

c. Describe work performed:

3. Business reference

Name: _____

a. Length of service: _____

b. Name of contact: _____

i. Phone number: _____

ii. Email: _____

c. Describe work performed:

Evaluation Questions

Describe your production and delivery process according to our delivery schedule?

What is your plan to avoid late and missing deliveries?

What are your assurances that the quantity ordered and time delivery times are meet?

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Public Contract Code section 7106)

The undersigned declares:

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

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

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

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

Signature

Date

SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

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

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, 2 Code of Federal Regulations Parts 180 and 3485, for all lower tier transactions meeting the threshold and tier requirements stated at Section 3485.220.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Fullerton School District
Name of School Food Authority

(not applicable)
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name	Title	Signature	Date
--------------	-------	-----------	------

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this form, the prospective lower tier participant is providing the certification set out below.

1. 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.
2. 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.
3. 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.
4. The prospective lower tier participant agrees by submitting this proposal 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.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A 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.
6. 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 SAM Exclusions.

7. 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.

8. 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.

CRIMINAL RECORDS CHECK
FINGERPRINTING CERTIFICATION

To the Governing Board of the Fullerton School District:

I _____, acknowledge and certify as follows:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (“Notice”) (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ and the FBI.

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

Executed at _____, California, on ____/____/____

Business Name (if applicable)

Address

Printed Name of Authorized Signer

City, State, Zip

Title of Authorized Signer

Telephone

Authorized Signature

E-Mail Address

CRIMINAL RECORDS CHECK

EMPLOYEE LIST

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

Use additional copies of page as needed

Name of Contractor: _____

Name of Employee	Position

IMPORTANT! Changes to the criminal status of anyone listed on this form must be reported immediately.

**NOTICE TO CONTRACTORS REGARDING CRIMINAL
RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)**

EDUCATION CODE SECTION 45125.1

Education Code Sections 33192 and 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice (DOJ) to be sufficient to reimburse the Department for its costs incurred in processing the application.

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

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

PENAL CODE SECTION 667.5(c)

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

PENAL CODE SECTION 1192.7

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for

life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or

mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses. The contractor shall not permit an employee to come in contact with pupils until BOTH the Department of Justice and the Federal Bureau of Investigation have ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Information is available online at:

1. DOJ information is available online at:

<http://oag.ca.gov/fingerprints/>

2. FBI information is available online at:

<http://www.fbi.gov/about-us/cjis/background-checks/>

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to 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 for the procurement of any property or services for any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be submitted to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred. As required by Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at 34 Code of Federal Regulations (CFR) Part 84, Subpart F, for grantees, as defined at 34 CFR Part 84, Sections 84.105 and 84.110

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug- Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above (Gov. Code §8350 et seq.)

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 suspension of payments, termination, or both. I further understand that, should I violated the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

CDE - California Department of Education

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- (c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

Name of Supplier _____

Signature _____

Print Name _____

Title _____ Date _____

(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 the contract.)

CERTIFICATION REGARDING LOBBYING

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying." This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) 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;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract b. grant _____ c. cooperative agreement d. Loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award _____ c. post-award	3. Report Type: a. initial filing b. material change _____ FOR MATERIAL CHANGE ONLY: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 3 is Subawardee Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

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. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a 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 item 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 (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number;

grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 2050

SUPPLIER'S CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS
POLICY

The BIDDER 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 including smoke-free cigars and cigarettes, at any time, on DISTRICT owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

NAME OF BIDDER

Signature

Print Name

Title

Date

Attachment A

Fullerton School District Calendar

District Holidays and Breaks 2019/2020

First Day of School.....	Monday, August 12, 2019
Labor Day.....	Monday, September 2, 2019
Staff Development Day.....	Wednesday, September 25, 2019
Staff Development Day.....	Monday, October 14, 2019
Veterans' Day.....	Monday, November 11, 2019
Thanksgiving Break.....	Monday through Friday, November 25 – 29, 2019
Non Student Day.....	Friday, December 20, 2019
Winter Break	Monday through Friday, December 23, 2019 – January 3, 2020
Staff Development Day.....	Monday, January 6, 2020
Martin Luther King, Junior's Day.....	Monday, January 20, 2020
Lincoln's Holiday.....	Monday, February 10, 2020
Presidents' Holiday.....	Monday, February 17, 2020
Spring Recess.....	Monday through Friday, March 23 – March 27, 2020
Memorial Day.....	Monday, May 25, 2020
Last Day of School.....	Monday, May 29, 2020

Attachment B
School Site Locations

Fullerton School District 2019/2020		
Phone Number	School Name	Address
714-447-7435 714-447-7437	Nutrition Services	389 W. Truslow Avenue 92832
714-447-7700	Acacia School	1200 N. Acacia Avenue 92831
714-447-2850	Beechwood K-8 School	780 Beechwood Avenue 92835
714-447-7705	Commonwealth School	2200 E. Commonwealth Avenue 92631
714-447-7710	Fern Drive School	1400 W. Fern Drive 92833
714-447-7715	Golden Hill School	732 Barris Drive 92832
714-447-7720	Hermosa Drive School	400 E. Hermosa Drive 92835
714-447-7765	Ladera Vista Junior High School	1700 E. Wilshire Avenue 92831
714-447-7725	Laguna Road School	300 Laguna Road 92835
714-447-7590	Maple School	244 E. Valencia Drive 92832
714-447-7775	Nicolas Junior High School	1100 W. Olive Avenue 92833
714-447-7730	Orangethorpe School	1400 S. Brookhurst Street 92833
714-447-7735	Pacific Drive School	1501 W. Valencia Drive 92833
714-447-7785	Parks Junior High School	1710 Rosecrans Avenue 92833
714-447-7740	Raymond School	517 N. Raymond Avenue 92831
714-447-7745	Richman School	700 S. Richman Avenue 92832
714-447-2890	Robert C. Fisler School (K-8)	1350 Starbuck Street 92833
714-447-7795	Rolling Hills School	1460 E. Rolling Hills Drive 92835
714-447-7750	Sunset Lane School	2030 Sunset Lane 92833
714-447-7755	Valencia Park School	3441 W. Valencia Drive 92833
714-447-7460	Woodcrest School	455 W. Baker Avenue 92832

ATTACHMENT C:
WHOLE GRAIN-RICH OUNCE EQUIVALENCY (OZ EQ) REQUIREMENTS
FOR SCHOOL MEAL PROGRAMS

GROUP A	OZ EQ FOR GROUP A
<ul style="list-style-type: none"> • Bread type coating • Bread sticks (hard) • Chow mein noodles • Savory Crackers (saltines and snack crackers) • Croutons • Pretzels (hard) • Stuffing (dry) Note: weights apply to bread in stuffing: 	<p>1 oz eq = 22 gm or 0.8 oz 3/4 oz eq = 17 gm or 0.6 oz 1/2 oz eq = 11 gm or 0.4 oz 1/4 oz eq = 6 gm or 0.2 oz</p>
GROUP B	OZ EQ FOR GROUP B
<ul style="list-style-type: none"> • Bagels • Batter type coating • Biscuits • Breads (sliced whole wheat, French, Italian) • Buns (hamburger and hot dog) • Sweet Crackers 4 (graham crackers - all shapes, animal crackers) • Egg roll skins • English muffins • Pita bread (whole wheat or whole grain-rich) • Pizza crust • Pretzels (soft) • Rolls (whole wheat or whole grain-rich) • Tortillas (whole wheat or whole com) • Tortilla chips (whole wheat or whole com) • Taco shells (whole wheat or whole com) 	<p>1 oz eq = 28 gm or 1.0 oz 3/4 oz eq = 21 gm or 0.75 oz 1/2 oz eq = 14 gm or 0.5 oz 1/4 oz eq = 7 gm or 0.25 oz</p>
GROUP C	OZ EQ FOR GROUP C
<ul style="list-style-type: none"> • Cookies³ (plain- includes vanilla wafers) • Cornbread • Corn muffins • Croissants • Pancakes • Pie crust (dessert pies³, cobbler³, fruit turnovers⁴, and meat/meat alternate pies) • Waffles 	<p>1 oz eq = 34 gm or 1.2 oz 3/4 oz eq = 26 gm or 0.9 oz 1/2 oz eq = 17 gm or 0.6 oz 1/4 oz eq = 9 gm or 0.3 oz</p>

1. The following food quantities from Groups A-G, must contain at least 16 grams of whole-grain or can be made with 8 grams of whole-grain and 8 grams of enriched meal and/or enriched flour to be considered whole grain-rich.

2. Some of the following grains may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.

3. Allowed only as dessert at lunch as specified in §21 0.10.

4. Allowed for desserts at lunch as specified in §210.10, and for breakfasts served under the SBP.

ATTACHMENT D:
MEAT/MEAT ALTERNATE OUNCE EQUIVALENCY (OZ EQ)
REQUIREMENTS FOR SCHOOL MEAL PROGRAMS

Description of Creditable Ingredients per Food Buying Guide	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield Servings Per Unit	Creditable Amount
Beef Ground (not more than 18% fat) raw	1.0 oz	X	0.74	0.74
Cheese, Mozzarella	1.0 oz	X	16/16	1.0
Pork Ground (not more than 30% fat)	1.0 oz	X	0.70	0.7

Reminders:

1. The meat/meat alternate credit cannot exceed the total portion weight, and
2. The entree item/main dish must have a visible M/MA such as beef, poultry, eggs, cheese, or beans. The only exception to this visible meat/meat alternate rule is in meat analogues or meat replacements such as veggie burgers, where the actual replacement main dish is the visible meat alternate.