



**FRESNO UNIFIED SCHOOL DISTRICT
FOOD SERVICES**

BID No. 20-28

READY TO SERVE PIZZA

Fresno Unified School District
Purchasing Services
4498 N. Brawley Ave.
Fresno, California 93722

FRESNO UNIFIED SCHOOL DISTRICT
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REGISTRATION FORM
(Pre-Bid meeting & Addendums)

EMAIL THIS SHEET ONLY

BID No. 20-28 – Ready to Serve Pizza

Attn: Esther Moultrie
Email: Esther.Moultrie@fresnounified.org

Fresno Unified School District Bids and Bids are available online. If you downloaded a Bid or Bid, you are required to email the following information so that you may be added to the Bidders List to receive addendums to this Bid.

In order to participate in the pre-Bid conference by SKYPE conference call, fax or email this completed form prior to 24-hours of the scheduled meeting to RSVP so call-in information may be provided to you.

Check box if you desire call in information for SKYPE conference

Name _____

Title _____

Organization _____

Street Address _____

Address (cont.) _____

City _____

State/Province _____

Zip/Postal Code _____

Work Phone _____

Fax _____

E-mail _____

**FRESNO UNIFIED SCHOOL DISTRICT
NOTICE TO VENDORS
BID # 20-28
READY TO SERVE PIZZA**

Notice is hereby given that Fresno Unified School District (DISTRICT) will receive sealed Bids for **BID 20-28, Ready to Serve Pizza** for a one-year period with two one-year optional renewals. Delivery will be to District school sites and other District sites consisting of 27 locations. Bids must be submitted in the format specified herein.

Vendors interested in responding to this BID must attend the MANDATORY Pre-Bid conference at **9:00 AM**, on **Monday, May 4, 2020** at the District Purchasing Office located at 4498 North Brawley Ave., Fresno, CA 93722. Alternatively, Vendors may attend the Pre-Bid conference via SKYPE by RSVP to esther.moultrie@fresnounified.org (include BID No., & title in subject). Alternatively, Vendors may attend the Pre-Bid conference via SKYPE by RSVP to esther.moultrie@fresnounified.org (include BID no., & title in subject).

BIDS will be received prior to **2:01 PM, on Thursday, May 14, 2020** in the Purchasing Department of Fresno Unified School District, 4498 N. Brawley Avenue, Fresno CA 93722. Responses shall be sealed, prominently marked with the BID Number, BID title, BID due time/date and name of company. BID pricing will be read out loud following receipt of bid responses. BIDS received later than the designated time and date will not be accepted. Facsimile (FAX) or e-mailed copies of submittals will not be accepted.

Award will be to the most responsible and responsive bidder with the lowest “accumulated price”, and pass all the Evaluation Criteria set forth in the BID, Article 6 B.

Each BID shall be accompanied by a certified check, cashier’s check, or a bidder’s bond in an amount of 10% of Vender’s annual accumulated price not to exceed five thousand dollars (\$5,000) made payable to Fresno Unified School District. Failure of any BID to be accompanied by Bid Security in the form and in the amount required shall render such BID to be non-responsive and rejected by the District. Certified check, cashier’s check, or the bidder’s bond will be returned upon the earliest of Board award or 90-calendar days of BID due date.

Fresno Unified School District reserves the right to accept or reject any or all BIDS or any combination thereof and to waive any informality or irregularity in the bidding process.

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To view and download a copy of this BID, go to <https://www.fresnounified.org/dept/purchasing/> (Bid Opportunities) or a copy can be obtained from DISTRICT Purchasing Department. Refer any questions to Esther Moultrie at (559) 457-6280.

Published Dates: April 24, 2020
May 1, 2020

GENERAL TERMS AND CONDITIONS

This information to Vendors is in addition to any instructions or conditions stated elsewhere in the Contract Document.

The BID process allows for multiple factors to be considered in addition to price, to identify the best value vendor for the district. This information to Proposers is in addition to any instructions or conditions stated elsewhere in the Contract Document.

REPORT FRAUD, WASTE AND ABUSE - By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at:

<http://www.ppcpas.com/fresno-unified-fraud-alert>

The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

PROHIBITED INTEREST/CONFLICT OF INTEREST - BIDDER is responsible for understanding and ensuring adherence to California Government Code section 1090 et seq., with respect to the Project. Pursuant to Government Code section 1090, no DISTRICT officers or employees shall be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members. Nor shall DISTRICT officers or employees be purchasers at any sale or Proposers at any purchase made by them in their official capacity. No official or employee 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, any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become, directly or indirectly, financially interested in the Project or in any part thereof. An officer shall not be deemed to be interested in a contract entered into by the Board if the officer has only a "remote interest" in the contract (as "remote interest" is defined in Government Code section 1091(b)) and if the fact of that interest is disclosed to the Board and noted in its official records, and thereafter the Board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the officer's vote with the remote interest per Government Code 1091.

In accordance with Government Code section 1092, every contract made in violation of any of the provisions of Section 1090 may be avoided at the instance of any party except the Officer (Board Member) interested therein. No such contract may be avoided because of the interest of an Officer (Board Member) therein unless such contract is made in the official capacity of such Officer, or by the Board. In the event any such contract is avoided due to a violation of California Government Code Section 1090. VENDOR shall receive no compensation and shall repay DISTRICT any compensation received by VENDOR hereunder. VENDOR shall not aid, abet or knowingly participate in a violation of Government Code Section 1090, et seq.

BID PROPOSALS - To receive consideration, BID Proposals shall be made in accordance with the following instructions:

Responses shall be sealed, prominently marked with the BID Number, BID title, BID due time/date and name of company, and submitted to:

**FRESNO UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
4498 N. BRAWLEY AVENUE
FRESNO, CALIFORNIA 93722
Attn: Esther Moultrie**

BIDs must be received no later than the time and date designated in the BID. The signature must be of a person authorized to sign Bids on behalf of the vendor. Bids received later than the designated time and date will not be accepted. **Facsimile (FAX) and emailed copies of proposals will not be accepted.**

If a vendor desires an explanation of any kind regarding provisions of the BID, the vendor must make a written request for such explanation. The request must be sent to Esther Moultrie, Buyer III at Esther.Moultrie@fresnounified.org. Questions must be submitted by the date identified in the Tentative “BID” and Contract Award Timelines to allow sufficient time for a reply to reach all vendors involved in this BID. Responses to questions will be distributed to all proponents via addendum.

TENTATIVE “BID” AND CONTRACT AWARD TIMELINES

April 24, May 1, 2020	BID Distributed to potential Proposers
April 30, 2020	Last Day to submit Questions for Pre-Bid Meeting
May 4, 2020	Mandatory Pre-Bid Meeting
May 8, 2020	Last day to submit Questions for Addendum
May 11, 2020	Last day to issue Addendum
May 14, 2020	BIDs Due Before 2:01 PM
June 17, 2020	Target Board Date
July 1, 2020	Anticipated Contract Start Date

THE BID FORM – 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. Retain one copy for your file and return one complete set sealed in the envelope provided with the Bid. Unsigned Bids will not be accepted.

“FAX” BIDS – Facsimile copies or e-mailed Bids will not be accepted for formal advertised BIDs.

BID BOND - Each Bid Proposal shall be accompanied by a guarantee in the form of a certified check, cashier’s check, or a bidder’s bond in an amount not less than five thousand dollars (\$5,000), made payable to Fresno Unified School District.

DEFINITIONS –

1. “Responsible”- a bidding party possessing the skill, judgment, integrity, facility & equipment capacity, and financial ability necessary to timely perform and complete the contract being bid.
2. Responsive” - a Bid which meets all the specifications set forth in the request for Bids.
3. “Vendor”, “Bidder”, “Proposer”, “Respondent” and “Contractor” are synonyms used for the purpose of this solicitation to identify the entity responding to this solicitation for purpose of awarding a contract.
4. “For the purpose of this solicitation, “BID” stands for “Competitive Sealed Bid.”
5. “Lowest Accumulated Price” is defined as the total extended price of all items listed in Schedule A – Pricing Sheets.

NAME AND NATURE OF BIDDER’S LEGAL ENTITY – If required, the Vendor(s) shall specify in the BID and in the bid 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 bid bond. The Bid shall be signed under the correct firm name by an authorized officer.

WITHDRAWAL OF BID – BID proposals may be withdrawn by the Vendors prior to the time fixed for the opening of Bids but may not be withdrawn for a period of ninety (90) days after the opening of Bids. A successful Vendor shall not be relieved of the BID submitted without the District’s consent or Vendor’s recourse to public Contract Code Sections 5100 et. seq.

ASSIGNMENT OF CONTRACT OR PURCHASE ORDER – The Vendor(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.

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 nonresponsive to the specific item.

PRICES – Prices should be typed 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 Vendor’s authorized representative.

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 vendors only when their permit number is shown on both their Bid and invoices. The successful Vendor(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 Vendor such Federal Tax Exemption Certificates as may be required.

BRAND NAME AND NUMBER – The Vendor(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the Vendor 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 Vendor 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 Executive Director of Purchasing to be equal in all respects to that specified. If samples are requested by the Executive Director of Purchasing for this determination, they shall be submitted in accordance with Paragraph 23, except that they may be submitted after the BID opening.

SAMPLES – Samples shall be furnished free of cost to the District after the BID opening. If requested, they are to be sent within seven (7) days to the Nutrition Center, 4480 N. Brawley Avenue, Fresno, California, 93722, unless otherwise specified. The District reserves the right to reject the BID of any Vendor failing to submit samples as requested. Samples must be plainly marked with name of Vendor, BID number and date of the BID opening. Samples of the successful Vendor(s) may be retained for comparison with deliveries. Vendor(s) may pick up samples (if not destroyed by test) on notice from the Executive Director of Purchasing. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Vendor(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

QUANTITY AND QUALITY OF MATERIALS OR SERVICES – The successful Vendor(s) shall furnish and deliver the quantities as required by the District in its weekly email 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 Vendor(s) and accepted by the District. Materials or supplies which, in the opinion of the Executive Director of Purchasing, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the Vendor'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 Vendor(s). In bidding, the Vendor(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.

DISTRICT REQUIREMENTS – The quantity shown is the estimate of consumption annually 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 Vendor(s) during such period. The District shall have the right to place 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.

ACCEPTANCE OR REJECTION OF BIDS – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that Vendor(s)

may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same Bid. BIDs shall remain open and valid and subject to acceptance for ninety (90) calendar days after the BID opening.

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 and a confirmation of the telegram duly signed by the Vendor was placed in the mail prior to the opening of the BIDs.

AWARDS – The District reserves the right of determination that Bids 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.

EXECUTION OF CONTRACT – The Board of Education's acceptance of a Bid and the District's issuance of an initial Purchase Order shall evidence the contractual agreement between the Vendor(s) and the District, and the Vendor's acceptance of these BID Instructions and Conditions. Multiple purchase orders may be issued against this BID and no single purchase order will represent the total contract value.

DELIVERY – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful vendor(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the BID form. Each item shall be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.

SAFETY DATA SHEETS – For all products requiring a Safety Data Sheet the District requires that a Safety Data Sheet accompany all orders at the time of delivery.

DEFAULT BY VENDOR – The District shall hold the Vendor(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful Vendor(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the BID, the District may, upon written notice to the Vendor, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the Vendor. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the Vendor or deducted from any funds due the Vendor.

INSURANCE – The successful Vendor(s) shall maintain insurance adequate to protect him from claims under Workers’ Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from Vendor’s operations under the contract. Also, the Vendor shall be required to file proof of such insurance, naming Fresno Unified School District as an additional insured by separate endorsement as follows: The Vendor is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$2,000,000, combined single limit or \$2,000,000 per person, \$2,000,000 per accident. Property Damage shall be \$1,000,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the Vendor(s).

INVOICES AND PAYMENTS – Unless otherwise specified, the successful Vendor(s) shall render electronic invoices for materials delivered or services performed under the contract, to Accounts.Payable@fresnounified.org the Accounting Department of the District, 2309 Tulare Street, Fresno, California, 93721. Invoices shall be submitted electronically under the same firm name as shown on the BID. The successful Vendor(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

MISCELLANEOUS PROVISIONS:

- a) **Assignment of Contracts** – The Vendor 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 District.

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

- c) **Hold Harmless Clause** – The successful Vendor agrees to indemnify, defend and save harmless Fresno Unified School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, it’s officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Vendor or Vendor’s agents, employees or subcontractor’s performance under the terms of this contract, expecting only liability arising out of the sole negligence of the DISTRICT.

- d) **Prevailing Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the Bid shall conform to all applicable requirements of local, state and federal law.
- e) **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 of federal court located in Fresno County.
- f) **Permits and Licenses** – The successful Vendor(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.
- g) **Independent Contractor** – While engaged in carrying out and complying with terms and conditions of the contract, the Vendor 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.
- h) **Anti-discrimination** – Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District’s Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.
- i) **Termination**– The Agreement may be terminated consistent with Article 5 of the Special Instructions and Conditions.
- j) **Product Shortages** – If the successful Vendor 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.
- k) **Fingerprinting.** All Vendors must comply with California Education Code sections 45122 through 45125.5. Every employee who will work at any site within Fresno Unified School District must be fingerprinted by a law enforcement agency and pass a criminal background check conducted by the DOJ. The district has provided a certificate of understanding that shall be returned with the submittal.

- l) **Protest Procedure.** This DISTRICT review procedure must be followed by any vendor who believes that a Bid award recommendation is not consistent with DISTRICT regulations, the Bid specifications, or in compliance with law:
- 1) Protest on a Bid must be filed in writing with the Executive Director of Purchasing within two working days after receipt of the Bid summary and its recommendations are sent to the vendors.
 - 2) Failure to file a timely Bid protest shall constitute a vendor's waiver of the right to have the Bid award reviewed.
 - 3) The Executive Director of Purchasing will convene a meeting with the review requestor to attempt to resolve the problem
 - 4) In the event the protest is not resolved, the protest will be referred to the Superintendent or his designee, normally the Chief Financial Officer.
 - 5) Should the protest not be resolved at this level, it shall be referred to the Board along with all documentation regarding the protest and the responses at each level.
 - 6) The Board will not act upon a protest until each of the proceeding steps has been exhausted.
 - 7) The Board's decisions shall be final.

INTRODUCTION

Fresno Unified School District (District) is a K-12 public school system, including an Adult Education program. There are approximately 100 different school sites plus an additional 30 administrative support facilities. It is the third largest school district in California, with a student population of approximately 74,000 average daily attendance, and approximately 10,000 employees, located in Fresno, CA.

The Nutrition Center operates the School Breakfast Program, National School Lunch Program, After-School Snack Program, Super Snack Program, and the Fresh Fruit and Vegetable Program throughout the district, and is made up of a team of food and nutrition professionals that are dedicated to students' health, wellbeing and their ability to learn.

The District will contract to deliver Ready to Serve Pizza throughout various District school sites and other locations. The Contract term is for a one-year period with 2 one-year optional renewals for weekly delivery of individual size pizzas to the attached delivery locations in Appendix 1.

SPECIAL INSTRUCTIONS AND CONDITIONS

1. PREPARATION OF BID

Before submitting a BID, each vendor is expected to thoroughly examine specifications, instructions, and all other related contractual documents included in the BID, including subsequent amendments to the BID, if any. Failure to do so will be at the vendor's risk and will not bar the vendor's obligation to perform if a contract is awarded pursuant to this BID. The submission of a BID shall be taken as prima facie evidence of compliance with all section of this BID.

Notwithstanding any provisions to the contrary, all BIDs shall include the completed forms identified in the BID Check List. Failure to submit the documents/forms may render the BIDs non-responsive.

2. EXPLANATION TO VENDORS / REQUEST FOR INFORMATION

Vendor must make a written request for explanations. The request should be sent to Esther Moultrie, Buyer III at Esther.Moultrie@fresnounified.org. Questions must be submitted by the date identified in the Tentative "BID" and Contract Award Timelines to allow sufficient time for a reply to reach all vendors involved in this BID. Responses to questions will be distributed to all proponents via addendum.

3. AMENDMENTS

The District reserves the right to amend the requirements of the BID prior to the date set for opening of BIDs. Such revisions will be provided by email to all vendors involved in this BID process who have submitted the Vendor Registration Form. If the change is of such nature that additional time is required for vendors to prepare their BIDs, the date for receipt of BIDs will be

changed and all vendors will be notified of the new due date and time in writing through an addendum.

Vendors must acknowledge receipt of addendums to the BID by signing and returning the addendum with the BID submittal.

4. LATE BIDS AND MODIFICATION

BIDs and/or modifications received after the receipt deadline will not be considered. Late BIDs will be returned, unopened, to the vendor.

5. TERMINATION OF AGREEMENT

The Fresno Unified School District reserves the right to terminate the contract and related purchase orders with due cause giving ten (10) day written notice or may terminate without cause giving a thirty (30) written notice. Due cause for termination of contract shall be, but not limited to, failure to provide services required within a reasonable time period and/or for reason of unsatisfactory service. Purchase Orders or Contracts which extend into a subsequent fiscal year will automatically terminate if the Fresno Unified School District does not appropriate funds for the goods and/or services under the purchase order to contract, or federal funding is not adequately secured. District will only be responsible for actual orders placed against blanket purchase orders, and orders received in accordance with the BID prior to termination of the Contract.

Fresno Unified School District may elect at their option to discontinue any or all services specified in the contract in favor of other services, facilities or equipment determined to be in the best interest of the District.

6. METHOD OF AWARD

A. AWARD

Award will be to the most responsible and responsive bidder with the lowest “accumulated price”, and pass all the Evaluation Criteria set forth in the BID, Article 6 B.

1. **Pricing** – Lowest Bid will be determined by lowest “accumulated price” of Schedule A.
2. **Evaluation Criteria** - Vendor will receive a score of 1-point for PASS and 0-point for FAIL for each criteria item. Vendor must score a total of 5-points to be considered responsive to Article 6 B.

B. EVALUATION CRITERIA

Bidder will be evaluated on the criteria of Taste Testing, Food Safety, Delivery, Technology & Reports, and Good Food Purchasing Program Standards. Vendor will receive a score of 1-point for PASS and 0-point for FAIL for each criteria item. Vendor must score a total of 5-points to be considered responsive to Article 6 B.

Evaluation Criteria	Description of Evaluation	Referenced Article of BID	Score / Points
Taste Test	PASS/FAIL: Vendor will receive pass fail score. Vendor's pizzas will be taste tested by committee and/or students for input to maximize student meal participation.		0 = FAIL 1 = PASS
Food Safety	PASS/FAIL: Vendor will receive pass fail score. Proposing Vendor must provide evidence, in the form of a written Food Safety & Security Program or HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Vendor's staff are properly and regularly trained in current safety procedures. The Vendor's facilities are regularly inspected by accredited agencies and Vendor's facilities are favorably assessed in those inspections. The Vendor promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. If needed, the Vendor's record-keeping program is such that the Vendor would be able to promptly trace any product to its original supplier and source of origin. Proposing Vendor must provide evidence that it has a Product Recall Procedures and Pest Control Policy in place.	HACCP Plan or Food Security and Safety Program Reference Questionnaire Pages #36-38	0 = FAIL 1 = PASS
Delivery	PASS/FAIL: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. Explain your abilities in 50 words or more to meet this requirement.	Reference Article 11; Questionnaire Item 11	0 = FAIL 1 = PASS
Technology and Reports	PASS/FAIL: Availability of online ordering with order confirmation. Ability to provide itemized reports via excel spreadsheet. Please provide sample reports.	Reference Article 26	0 = FAIL 1 = PASS
Good Food Purchasing Program Standards	PASS/FAIL: Vendor will write a narrative (100 words or more) on the initiatives they have in place to meet Good Food Purchasing Program Standards: https://gfpp.box.com/v/GFPPStandards2017 supporting local economies, environmental sustainability, valued work force, and nutrition.		0 = FAIL 1 = PASS

C. MISCELLANEOUS BIDDING INSTRUCTIONS

1. Vendors must BID all items within a Schedule to be considered responsive.
2. Submit BID pricing on items to be furnished in Price Schedule in accordance with all conditions and specifications specified in the BID. Vendor must specify pricing, case count and weight, and Item Number.
3. In case of calculation errors, the District will take the cost listed in the unit price column and multiply by the estimated annual usage to determine line item BID amount. Price Schedule will be provided in Excel format for bidders to input pricing.

4. Prices shall remain firm for the duration of the initial term.
5. The District reserves the right to inspect the facilities of the vendor prior to award of contract, and if the District determines, after such inspection, that the vendor is not capable of performance satisfactory to the District, the BID may be rejected. *Refer to Article 24 - Inspection of Vendor's Facility.*
6. A requirement by vendor for any minimum order other than as specified in this BID may be cause for rejection of Vendor's BID.
7. When two or more identical lowest Bids are received, the Governing Board may determine low bidder in accordance to District AR 3311.

D. ADDING/DEDUCTING SITES

This BID will allow for adding and deducting sites serviced under the following conditions and consent:

1. The District at its sole discretion may add or deduct from the awarded Vendors' Contract for:
 - a) Funding availability from National Nutrition Programs or other funding sources.
2. The District may add or deduct from the awarded Vendor Contract with mutual consent:
 - a) Construction of new District elementary schools.
 - b) Direction from Fresno Unified School District Board to provide additional sites.

Any added or deducted sites from the Contract will be addressed in writing at least 15 calendar days before action is taken.

7. CONTRACT TERM AND PRICING

The tentative initial term of this contract will be August 1, 2020 through July 30, 2021 with the option to extend the contract for two (2) one (1) year periods, subject to approval by both parties, in writing ninety (90) calendar days prior to contract renewal date. In the event Vendor does not intend to renew or agreement is not reached on price escalation, Vendor will provide District with a ninety (90) calendar days notification of intent to not renew agreement starting from point negotiations cease. Factors that would influence the District in exercising this option would be satisfactory measurement of local market conditions, satisfactory service being rendered by contract holder, and the amount of any increase in price and other appropriate factors. The contract to begin immediately after notification of award.

Bid prices that are subject to increase/decrease for each period, excluding the initial 12 months of contract, shall be based on the percentage increase or decrease in the annual Consumer Price Index (C.P.I.) as determined by the United States of Department of Labor, Bureau of Labor Statistics in the West Region, as measured by the Consumer Price Index for All Urban Consumers (CPI-U). https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm

The successful Vendor(s) must notify the district in writing of price changes ninety (90) days prior to the contract renewal date. An explanation citing the rationale for price increase must

be included in such correspondence and supporting documentation justifying the reason for price increase. The District reserves the right to reject said price changes and cancel remaining balance of contract, if in the best interest of the District. If mutually agreed, the start date of the contract will begin immediately after notification of award. Prices shall remain firm for this period. Bid price increases will require approval from the Director of Nutrition Services.

8. PROCUREMENT ACTS

A. Buy American Act

As a sponsor of the School Nutrition Programs, the District will consider only applicable products which comply with the requirements of the “Buy American” Act.

The Buy American Provision: Section 1.04(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires that schools and institutions participating in the School Nutrition Programs in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for the use in meals served under the programs.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requires school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States as provided in 7 CFR Part 210.21(d).

“Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

It is the District’s intent to strictly adhere to this policy.

Any Vendor intending to provide products produced or grown in a foreign country must include such information on their BID submission. Failure to include such information the BID submission may result in product rejection at the vendor’s expense.

Fresno Unified School District encourages products specification submitted for BID to be only 100% domestically grown and processed products.

Fresno Unified School District will monitor Vendor performance as required in 2 CFR Part 200.318(b), formerly in 7 CFR Part 3016.36(b)(2), to ensure that Vendor(s) perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. This will be accomplished by ensuring the product label designates the United States, or its territories, as the country of origin.

The District requires Vendor(s) to provide country of origin on all products and invoices submitted for payment.

Vendor(s) are required to list the country of origin for products in all BID documentation submitted along with receipts and invoices.

The District may impose penalties, including contract termination, if Vendor(s) are not able to comply with the Buy American provision.

Exceptions to the Buy American Provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to the Food Service Director a **minimum of 10 days** in advance of delivery.

The request must include the:

- a) Alternative substitute (s) that are domestic and meet the required specifications:
 - 1. Price of the domestic food alternative substitute; and
 - 2. Availability of the domestic alternative substitute in relation to the quantity ordered.

- b) Reason for exception: limited/lack of availability or price (include price):
 - 1. Price of the domestic food product; and
 - 2. Price of the non-domestic product that meets the required specification of the domestic product.

The Vendor(s) are required to examine product packaging as the Nutrition Labeling and Education Act of 1990 mandates that the country of origin for both domestic and imported food products be identified on the product labels to ensure compliance with the Buy American Provision.

If you are unable or unwilling to make such certification, we will not purchase from your company.

B. California Produce Act

In compliance with Chapter 7 Part 1 of Division 21 of the Food and Agricultural Code, where price, fitness, and quality being equal, the District will give preference to supplies and produce that is grown, manufactured or produced in the State of California. Additionally, Vendor will be required to comply with California Produce Act and the District's Geographic Preference when purchasing from suppliers.

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

Information on Assembly Bill No .822 regarding Choose California Produce Act can be found at: http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB822

9. ESTIMATED USAGE

The quantities listed in the BID are estimates only and based on previous usage. It is not expressly implied nor guaranteed, that the quantities shown will be used in the next contract period, and as such, the right is reserved to order decreased or increased amounts from those listed, as may be required. Actual usage whether lesser or greater than estimated shall not affect the prices as BID and accepted by the District.

10. OTHER PURCHASES

1. Fresno Unified may need to purchase goods not included in the Agreement and may add to this existing contract if the total value of all the additional items do not exceed 10% of the estimated contract at the beginning of the year. (Memo Code FD-144, SP 04-2018, SFSP 01-2018, CACFP 4-2018).
2. In support of the District's Farm to School efforts the District reserves the right to award small contracts to local farmers.
3. The District reserves the right to purchase items that are needed by the District for menu planning from other than the awarded Vendors that are not readily available from the Vendor.
4. The District reserves the right to acquire from other sources during the life of the contract such like items, as may be required for testing, evaluation, experiment, for special programs of an emergency nature, or whenever the successful Vendor(s) cannot supply per conditions of Paragraph F of the Force Majeure Clause.

11. DELIVERY REQUIREMENTS AND LOCATIONS

Time is hereby declared to be of the essence in this contract. Time and manner of delivery are essential factors in proper performance under the contract to meet serving times.

All deliveries are to be made between the hours specified below, except for District holidays. A District calendar is available upon request. Deliveries are to be made by common transportation carrier, by the vendor's own equipment, or by other means to effect prompt delivery.

Vehicles are to be cleaned on a regular basis, free of excessive dirt and debris. Vendor shall submit a vehicle fleet inventory list describing the age, condition, type and road worthiness of company delivery vehicles or method of delivery if not using company fleet. The product must be delivered in excellent condition to the locations specified by the District in the BID on or before delivery time as indicated. Due care shall be exercised in packing, handling and shipping to assure arrival of the material at its final destination in excellent condition.

The vendor will be responsible for delivery F.O.B. to sites as specified in Appendix 1

12. ORDERS

Orders will be placed weekly by email no later than 2:30 pm one week prior to requested delivery date. Orders that are considered to be an emergency or rush in nature are to be delivered the same day.

13. PRODUCT ITEM NUMBERS AND PACK SIZE

Vendors are to indicate the space provided on the BID sheets the item number of each product and pack size if different than specified. Once product item number, and pack size have been established in a contract as submitted in this BID, the successful vendor is expected to maintain those product item numbers, and pack sizes. Any changes must be approved by the District's Food Services Director before acceptance of substitutes or alternates.

14. ALTERNATE PRODUCTS

The specifications are not meant to be restrictive to a particular brand. The District reserves the right to determine acceptable quality of products and reserves the right to waive any minor variations from specifications and to evaluate the Bid based on the determination of what is in the District's best interest. The District also reserves the right to reject any part of the BID or the whole BID.

15. NUTRIENT CONTENT

The District's Food Services Department utilizes a computer software program to analyze the nutrient content of student meals. The Vendor will therefore be required to provide a complete nutrient analysis of the product after a contract has been awarded. Nutrient information shall be obtained from an independent laboratory report.

The following information will be required from the manufacturer: Ingredient list, serving size, weight (g), calories (kcal), trans fat (g), carbohydrate (g), protein (g), total fat (g), saturated fat (g), cholesterol (mg), iron (mg), calcium (mg), vitamin A (I.U.), fiber (g), sugar (g), thiamin (g), riboflavin (mg), niacin (mg), vitamin B6 (mg), and folic acid (mcg).

Individually packaged, clean, and must follow food safety requirements and be ready to serve

16. INSPECTION OF BIDDER'S FACILITY:

The District reserves the right to inspect the facilities and truck fleet of the Vendor prior to the award of contract and if representatives of the District determine after such inspection that the Vendor is not capable of performance satisfactory to the District, the BID will not be considered. In addition to physical characteristics to determine capacity, the proposed facility should employ at minimum, industry standards of good manufacturing practices. If the Vendor is located out

of town/state and/or products BID are manufactured out of town/state, the Vendor shall bear the transportation costs and accommodations of not more than three (3) District representatives, if any inspection of the facility is necessary, as determined by the District. Should the Vendor vacate approved facility, a re-inspection will be required under the same conditions for the new facility.

17. HANDLING/STORAGE

All products must conform to the provisions set forth in the Federal, State, City and County Laws for their production, handling, processing, marketing and labeling.

The plant and facilities of the successful Vendor shall be accessible at all times of normal operation to inspection by representatives of the District.

The District's may monitor a vendor's compliance to health and safety laws. Therefore, we may require an inspection of the manufacturing plant on a quarterly basis. Should this be necessary, this will be performed at the expense of the vendor awarded the BID. Vendor shall work with the District to schedule an inspection as soon as practical following a request.

18. FOOD SAFETY / FACILITY / SANITATION REQUIREMENTS

The District has pest control procedures in place at all of its storage facilities for food items and related products. In order not to compromise these procedures, any product delivered under this contract must have an audit trail that clearly demonstrates appropriate handling and storage practices.

This will include providing proof of established sanitation procedures and an active pest control program to assure proper sanitary conditions exist. Additionally, should the Vendor change physical locations in which the product to be provided to the District is manufactured and/or stored, the Vendor shall notify the District prior to such move. The plant facilities of the successful Vendor shall be accessible at all times of normal operation to inspection by a representative of the District.

All products shall be produced and handled in accordance with applicable sanitary practices. Manufacturing and processing plants shall meet the standards of sanitation as determined by the Fresno County Health Department, State of California, USDA and Food and Drug Administration (FDA) as applicable.

Vendor must have a food safety system in place that is designed specifically to guarantee the food being served is safe to consume. Vendor must be HACCP (Hazard Analysis and Critical Control Point) Certified.

19. PRODUCT TESTING

If in the opinion of the District, an item purchased on this BID does not conform to specifications or perform to the standards of the previous samples submitted, the District reserves the right

to have the product tested by an independent testing laboratory. If the test shows that the product does not conform to specifications or meet the standards of the samples submitted, the cost of testing will be charged to the vendor and the contract may be cancelled. Items purchased that do not conform to specifications will be returned to seller at seller's expense. Seller shall issue full credit for all items returned.

20. SAMPLES

Samples, CN Label (when applicable), Nutrition Analysis Sheet, Product Specification Sheet and Product Formulation Statement may be requested before award is made. Each item shall be properly identified as to vendor, BID number and line item number and must be provided with five (5) working days from date of request.

Failure to provide samples, CN Label, and nutrient and specification sheets as requested may be cause for rejection of BID. Samples shall be provided at no cost to the District.

Samples shall be a representative of the exact item to be provided during the contract period. This includes but not limited to flavor, shape, color, size, packaging, case count, and ingredients.

If you are unable or unwilling to make such certification, we will not purchase from your company.

21. PRODUCT QUALITY CONTROL

The District reserves the right to discontinue service of all or any portion of any contract resulting from this BID for any reason determine by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the vendor in default. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which vendor's plant is located or by the applicable federal standards, whichever are higher.

Vendor must follow appropriate procedures for a First-In First-Out (FIFO) stock rotation system.

22. QUALITY TESTING

The District reserves the right, at vendor's expense, to submit sample products for testing by a public laboratory to determine wholesomeness and adherence to BID specifications. Tests may include, but are not limited to: pathogen levels, content, weight, and any other specification requirement.

If the tests indicate that the samples have unsatisfactory pathogen levels or do not meet the contract specifications, the vendor shall immediately pick up all of the remaining cases of that particular lot and issue a credit memo to the District for the full value of the returned product or offer immediate replacement at no cost to the original site.

Recurring incidents of products not meeting the minimum specifications in this BID, as determined by a public testing laboratory, may be cause for default and consequently termination of this contract.

23. INFERIOR PRODUCT

The vendor agrees to permit inspection of Ready to Serve Pizza by a representative of the District's Food Service Department with the right of rejection of inferior merchandise. The District's decision shall be final.

24. PRODUCT SHORTAGES AND MASTER BID LIST REPLACEMENT ITEMS

The District will not allow substitution, from the master bid list as specified in the contract, without prior approval. In the event vendor is unable to deliver an item as specified in this contract, notification of shortage must be made by email at least forty-eight (48) hours prior to the scheduled delivery. An equal or better substitute master bid list product must immediately be made available to the District for approval and subsequent distribution to the sites.

25. CREDIT MEMOS

The vendor's delivery driver shall provide each location with a credit at the time of delivery for all product short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be emailed to Foodservice.invoice@fresnounified.org with the corresponding electronic invoice to the District's Food Services Accounting Department. Credits shall be reflected on the electronic invoices.

26. INVOICING AND BILLING PERIOD

The billing period shall begin on the first day of each month and shall end on the last day of each month. Monthly summary invoices (statements) recapped by site, must be submitted electronically in an excel spreadsheet and a hard copy to include the following information:

- Vendor's name, address, and telephone number
- Vendor's invoice number and date
- District's assigned Purchase Order Number
- Site's name and address
- Product Item Number
- Quantity shipped for each item ordered
- Product description
- Pack size and weight
- Unit price and extended price for each item on order
- Total price of order/invoice
- Country of Origin

The successful vendor will be paid in accordance with payments terms NET-30 upon receipt of summary invoices for previous month's billing period. Deliveries for the last day of the billing period must be included on the summary invoice for that billing period. Separate summary invoices shall be rendered for each school, with the school number prefacing the name. For prompt payment, billing must be accurate in all details (packing slip and invoices, and Pricing Sheet line item product number, description, and cost). Invoices must be electronically submitted (e-mailed) to: Foodservice.invoice@Fresnounified.org.

The summary invoices with the corresponding delivery documents attached must be received in the District Food Services Department within five (5) working days after the billing period in order to facilitate timely payment.

District has the right to request Vendor remove disputed items from billed invoices and separately invoice items not in dispute.

The Vendor shall maintain adequate records of all purchases for a period of four (4) years and shall fully cooperate with any and all audits by the District or its agents.

27. USAGE FIGURES

Vendor shall furnish the District with electronic accurate usage figures of the items under contract and must submit the total District usage of each item quarterly and year-to-date. The usage figures are to be received by the District within ten (10) working days after the end of the last month of the quarter. Usage figures must be electronically submitted (e-mailed) to: Foodservice.invoice@fresnounified.org.

The quarterly periods are July through September; October through December; January through March; and April through June. Failure to provide usage figures may result in default and consequently termination of the contract.

28. ON-SITE REPRESENTATIVE

The vendor must be required to provide a member of the vendor's staff to visit with the District's Food Service representative at the Food Services office for at least a two (2) hour period each month or as operationally necessary. The staff member provided by the vendor shall have sufficient authority to make decisions on the vendor's behalf. The purpose of the visits will be to develop menu options to facilitate cost effective products for the District. Actual dates and times will be negotiated between Food Services and the vendor.

29. CONTRACT PROGRESS MEETING

The successful vendor will be required to attend monthly "Contract Progress Meetings" as requested by the District during the term of this agreement. At these meetings the District will appraise the vendor on the District assessment of the vendor's performance with complying with the terms, conditions, and requirements of the contract. Additionally, the vendor will appraise the District of any operational problems being experienced.

30. REFERENCES

The Vendor to provide three (3) school districts with multiple deliveries per week for which your company has successfully performed comparable services to those required herein.

BID CHECK LIST

The forms below shall be signed and submitted with Bids.

- Bid Bond, Certified Check, or Cashier's Check
- Non-collusion Document
- Student Safety Declaration
- Iran Contracting Act Declaration
- Bid Signature Page
- Piggyback Form
- Prime Point of Contact
- Food Safety / Facility / Sanitation Requirements
- Food Safety Inspection / Audit Reports
- References
- Bid Pricing Sheets
- No Prohibited Interest/Conflict of Interest Declaration - Attachment
- Suspension and Debarment Certification Form - Attachment
- Certification Regarding Lobbying Form and Lobbying Activities Form
- Workers Compensation Form

Bond No. _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned _____ as Principal, and
_____ as Surety, are hereby held
and firmly bound unto the Fresno Unified School District, hereinafter called the "District" in the
sum of **Five Thousand Dollars (\$5,000.00)** for payment of which sum, well and truly to be made,
we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors
and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to
District a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in
writing for the _____ in
strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative,

- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form
of Agreement attached hereto and shall execute and deliver the required insurance certificates
and Performance Bond in the forms attached hereto (all properly completed in accordance with
said bid), and shall in all other respects perform the Contract created by the acceptance of said
bid;

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being
expressly understood and agreed that the liability of the Surety for any and all default of the
Principal hereunder shall be the amount of the obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration
or addition to the terms of the Contract or the call for bids, or to work to be performed thereunder,
or the specifications accompanying the same, shall in anyway affect its obligation under this bond
and it does hereby waive notice of any such change, extension of time, alteration or addition to
the terms of said Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorney fees to be fixed by the court.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this ____ day of _____. The name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Principal Seal)

PRINCIPAL

By: _____

Title: _____

Address

Telephone No. / FAX No.

~~~~~

(Surety Seal)

SURETY

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No. / FAX No.

\_\_\_\_\_  
Surety's Address

\_\_\_\_\_  
Surety's (Claim) Telephone No. / FAX No.

# NONCOLLUSION DECLARATION

(TO BE EXECUTED AND SUBMITTED WITH BID)

Public Contract Code section 7106

The undersigned declares:

I am the \_\_\_\_\_  
[name/title] of \_\_\_\_\_ [company], 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

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

\_\_\_\_\_  
Signature of Authorized Company Representative

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS COMPENSATION  
TO BE EXECUTED AND SUBMITTED WITH BID/PROPOSAL**

Labor Code Section 3700 Provides:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or 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.

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 those provisions before commencing the performance of the work of this Contract.

CONTRACTOR: \_\_\_\_\_

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

\_\_\_\_\_ Type/Print Name

\_\_\_\_\_ Title

\_\_\_\_\_ Date

(In accordance with Labor Code section 1860, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

**STUDENT SAFETY DECLARATION**  
**(fingerprinting)**

**Education Code Section 45125.2**

(TO BE EXECUTED BY AND SUBMITTED WITH BID)

I, \_\_\_\_\_ [name/title], declare as follows:

1. I am a representative of \_\_\_\_\_ [company], and am authorized to make this declaration on its behalf;

2. Pursuant to Education Code section 45125.2, I shall not permit any employee, agent or subcontractor to have more than limited contact with pupils without taking protective steps as set forth in that section and this declaration.

3. I declare that I have taken one or more of the following protective measures pursuant to Education Code section 45125.2 and General Conditions Section 00 73 19:

a. Neither I, my employees, agents nor subcontractors will have more than limited contact with students.

b. I have installed or will install a physical barrier at the worksite such that no employee, agent or subcontractor will have more than limited contact with students.

c. An employee, agent or subcontractor will continually monitor and supervise all employee(s), agent(s) and subcontractor(s) who will have more than limited student contact. I will **have individual(s) processed through the DISTRICT** to submit fingerprints to the Department of Justice (DOJ) for the monitoring and supervisory of employee(s), agent(s) or subcontractor(s). I will not begin work on the job site until a DOJ cleared supervisor submitted through the DISTRICT is provided on the job site, and I certify that none of these supervisory employees, agents or subcontractors will have been convicted of a felony as defined in Education Code section 45122.1.

I know the above of my own personal knowledge and if called as a witness could competently testify thereto. I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed

on \_\_\_\_\_ [month/year], \_\_\_\_\_ [day], at \_\_\_\_\_  
[city], California

\_\_\_\_\_  
Name of Contractor

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

*Refer to Attachment "C" for fingerprinting and I.D. Badge Procedure.*

**IRAN CONTRACTING ACT CERTIFICATION**  
 (TO BE EXECUTED BY AND SUBMITTED WITH BID)  
**Public Contract Code sections 2202-2208**

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable.

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

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

|                                                     |                                                                                  |
|-----------------------------------------------------|----------------------------------------------------------------------------------|
| <i>Company Name/Financial Institution (Printed)</i> | <i>Federal ID Number (or n/a)</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><br>_____ <i>in</i><br><i>the State of</i> _____ |

**OPTION #2 – EXEMPTION**

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

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

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



**NO PROHIBITED INTEREST/CONFLICTS OF INTEREST DECLARATION**  
**(TO BE EXECUTED AND SUBMITTED WITH BID)**

I hereby certify and declare that the undersigned Bidder has reviewed and understands Article 47 of the Information to Bidders, Prohibited Interests/Conflicts of Interest, and that Bidder has no business relationship with any member of the Board of Education ("BOE") that gives any BOE member a financial interest in any contract between Bidder and the District, other than a financial interest that qualifies as a "remote interest" or a "noninterest," and that no Prohibited Interests/Conflicts of Interest exist which violate Article 47 of the Information to Bidders and thereby preclude Bidder from contracting with the Fresno Unified School District. Bidder further understands that the provision of a bid/quote to Bidder over 5 years prior to a BOE member's election or appointment, without the goods or services included in the bid actually being furnished to Bidder, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a "remote interest" as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and with Article 47 of the Information to Bidders relating to Prohibited Interests/Conflicts of Interest, Bidder understands that if Bidder is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered which violates Article 47 of the information to Bidders, Prohibited Interests/Conflicts of Interest, the contract between Bidder and Fresno Unified School District may be void, and in such event Bidder may be required to disgorge all monies received pursuant to such void contract.

I declare under penalty of perjury under the laws of the State of California that I) Bidder has reviewed all necessary documents and exercised all due diligence in determining that no Prohibited Interests/Conflicts of Interest exist as set forth above and as described in Article 47 of the Information to Bidders relating to Prohibited Interests/Conflicts of Interest, with respect to the undersigned Bidder, 2) I am authorized by Bidder to execute this form on Bidder's behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein are true and correct.

Dated: \_\_\_\_\_ 2019 \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Name and Title of Bidder's Representative)

\_\_\_\_\_  
(Signature)

## Attachment I: Certification Regarding Lobbying

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

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

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip:

\_\_\_\_\_

\_\_\_\_\_

CERTIFIED BY: (type or print)

\_\_\_\_\_

TITLE:

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

### Disclosure of Lobbying Activities

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                       |                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Type of Federal Action:</b><br>contract<br>b. grant<br>cooperative agreement<br>loan<br>loan guarantee<br>loan insurance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Status of Federal Action:</b><br>bid/offer/application<br>b. initial award<br>c. post-award                                        | <b>Report Type:</b><br>initial filing<br>b. material change<br><br><b>For material change only:</b><br>Year _____ Quarter _____ Date of last report _____ |
| <b>4. Name and Address of Reporting Entity:</b><br>_____ Prime      _____ Subawardee<br>Tier _____, if Known:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                       | <b>If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>                                                                       |
| <b>Congressional District, if known:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                       | <b>Congressional District, if known:</b>                                                                                                                  |
| <b>6. Federal Department/Agency:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, <i>if applicable</i> : _____                                          |                                                                                                                                                           |
| <b>8. Federal Action Number, if known:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>9. Award Amount, if known:</b><br><br>\$                                                                                           |                                                                                                                                                           |
| <b>10. a. Name and Address of Lobbying Registrant</b><br><i>(if individual, last name, first name, MI):</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i><br><i>(last name, first name, MI):</i> |                                                                                                                                                           |
| <b>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.</b> | <b>Signature:</b> _____ <b>Print</b><br><b>Name:</b> _____ <b>Title:</b><br>_____<br><b>Telephone No.:</b> _____ <b>Date:</b> _____   |                                                                                                                                                           |
| <b>Federal Use Only</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b>                                                              |                                                                                                                                                           |

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

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

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

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

## Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

A. The participant or respondent certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

---

Participant or Respondent Company Name

Award Number, Contract Number, or Project Name

---

Name(s) and Title(s) of Authorized Representatives

---

Signature(s)

Date

FRESNO UNIFIED SCHOOL DISTRICT

BID 20-28  
READY TO SERVE PIZZA

REFERENCES

PLEASE SUBMIT THREE (3) SCHOOL DISTRICT REFERENCES REQUIRING MULTIPLE DELIVERIES PER WEEK.

Reference #1

|                                        |  |
|----------------------------------------|--|
| School District                        |  |
| Contact Person & Title                 |  |
| Telephone Number                       |  |
| Required Number of Deliveries per Week |  |

Reference #2

|                                        |  |
|----------------------------------------|--|
| School District                        |  |
| Contact Person & Title                 |  |
| Telephone Number                       |  |
| Required Number of Deliveries per Week |  |

Reference #3

|                                        |  |
|----------------------------------------|--|
| School District                        |  |
| Contact Person & Title                 |  |
| Telephone Number                       |  |
| Required Number of Deliveries per Week |  |

**QUESTIONNAIRE USED TO ASSIST WITH EVALUATION FOR ASSIGNING POINTS  
FOOD SAFETY / FACILITY / SANITATION REQUIREMENTS**

(please attach additional pages and documents as needed).

The District has pest control procedures in place at all of its storage facilities for food items and related products. In order not to compromise these procedures, any product delivered under this contract must have an audit trail that clearly demonstrates appropriate handling and storage practices.

Vendor must complete the following questionnaire:

1. List address and location of your storage and processing facility.

---

2. Please describe your procedures for notifying customers of food safety and product recalls.

---

3. The District will be conducting periodic food safety audits and facility inspections conducted by the District's independent auditor at the District's expense. In the event the Vendor does not have successful audit and facility inspections, the Vendor will be provided the results of the food safety audits and facility inspection findings in writing. The Vendor has thirty (30) days to provide the District a corrective action plan and documentation to correct the findings. If the Vendor experiences repeated findings during the periodic food safety audits and facility inspections the District reserves the right to terminate the contract.

Please initial below confirming your acknowledgement of this requirement.

---

4. Please provide a copy of the last three (3) years of your food safety audits and inspections conducted by the following agencies:
  - a. Compliance with Global Food Safety Initiative (GFSI)
  - b. FDA Food Safety Modernization Act (FSMA)
  - c. USDA – HACCP
  - d. Fresno County Department of Public Health – Environmental Health Division or equivalent
  - e. Independent third-party food safety audit firms

5. What is your procedure to ensure suppliers comply with the FDA Food Safety Modernization ACT (FSMA), State of California Department of Public Health Food and Drug Branch, California Department of Agriculture, and county and city laws and ordinances for your production facility?

6. Please provide a copy of your Hazard Analysis Critical Control Program (HACCP) including product recall procedures.
7. The District reserves the right to inspect the facilities of the Vendor prior to award of contract and/or during the term of the contract and if representatives of the District determine after such inspection that the Vendor is not capable of performance satisfactory to the school district, the Vendor's Bid will not be considered or it can be cancelled.

Please initial below confirming your acknowledgement of this requirement.

---

8. The Vendor's facility must be registered with the Food and Drug Administration and meet the requirements in the Public Health and Safety and Bioterrorism Preparedness and Response Act (Public Law 107-188, Section 305).

Please initial below confirming your acknowledgement of this requirement.

---

9. The District reserves the right, at Vendor's expense, to submit products for testing by a public laboratory of the District's choice to determine wholesomeness and adherence to BID specifications. Tests may include, but are not limited to: pathogen levels, content, weight, and other specification requirements.

If tests indicate that the samples have unsatisfactory pathogen levels or do not meet the contract specifications, the Vendor shall immediately pick up all of the remaining cases of that particular lot and issue a credit memo to the District for the full value of the returned product or offer immediate replacement at no cost to the District.

Reoccurring incidents of products not meeting minimum specifications and standards to the BID, as determined by a public laboratory may be cause for default and consequently termination of this contract.

Please initial below confirming your acknowledgement of this requirement.

---

10. The Vendor agrees to permit inspection of their Facilities by Districts representatives with the right of rejection of inferior product. The District's decision shall be final.

Please initial below confirming your acknowledgement of this requirement.

---



11. Trucks are to be cleaned on a regular basis, free of excessive dirt and debris. Provide a list of your truck fleet inventory including age, mileage, capacity, and other relevant factors to describe your capabilities to delivery produce on a consistent and timely basis. Include a proposed routing map to reflect your plan to service the delivery locations include delivery times.

Please initial below confirming your acknowledgement of this requirement.

---

12. Audits of the vendor's records will be made at the discretion of District officials at any time. Awarded vendors must agree to make available to the District or its agent any and all information including food safety inspections, audits, and documentation of chemical application records. The District will give the vendor thirty (30) days' notice of an audit to allow the vendor to gather and assemble records.

Please initial below confirming your acknowledgement of this requirement.

---

13. Describe the organization's traceability process. How will the organization be able to source identify pizza products provided to Fresno Unified School District.

---

14. Please provide the qualifications and background of the personnel responsible for Food Safety and organizational chart of your company.

---

15. Describe your process for providing packing slips, invoices, confirmation orders in conformance with this BID including your checks and balance for accurate billings.

---

**BID 20-28**

**READY TO SERVE PIZZA**

**PIGGYBACK**

The Fresno Unified School District hereby authorizes other Agencies (including public, private & charter schools districts) in the State of California to purchase equipment and services under this BID No. 20-28 and subsequent contract, using the same terms and conditions, if it is determined to be in their best interest.

Should such a transaction occur the Fresno Unified School District waives its rights to having such district submit warrants and a reasonable fee payable to this District as provided in Public Contract Code 20118 and 20652.

Subsequent buyers using this bid shall be directly responsible to vendor for payment and/or any other financial arrangements involving said transactions.

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

\_\_\_\_\_  
Yes                  No                  \_\_\_\_\_ Signature                  \_\_\_\_\_ Date

**BID NO. 20-28**

**SIGNATURE PAGE FORM**

The undersigned, having carefully examined the BID and all addenda, proposes and agrees to be bound by all terms and conditions of the complete Contract Documents. I have thoroughly reviewed the Pricing Sheet for BID No. 20-28 Ready to Serve Pizza submitted herewith and agree to provide security guard services consistent with the terms of the BID at the prices identified on the Pricing Sheet.

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

*To be signed by authorized company agent acknowledging submittal of BID. Prices should be typed and shown as instructed on the Bid Pricing form for each type of service. Errors may be crossed off and corrections made prior to BID opening only and must be initialed in ink by the person signing this form.*

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Area Code / Telephone Number

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Area Code / Fax Number

\_\_\_\_\_  
Name of Company as Licensed

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contractor License No. / Class / Exp. Date

\_\_\_\_\_  
City                      State      Zip Code

The receipt of the following addenda to the specifications is acknowledged:

Addendum No.\_\_\_\_ Date\_\_\_\_\_

Addendum No.\_\_\_\_ Date\_\_\_\_\_

Addendum No.\_\_\_\_ Date\_\_\_\_\_

Addendum No.\_\_\_\_ Date\_\_\_\_\_

**PRIME POINT OF CONTACT**

**BID 20-28**

**READY TO SERVE PIZZA**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City State Zip Code

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

\_\_\_\_\_  
Phone Number Fax Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

**APPENDIX 1 – DELIVERY LOCATIONS  
(secondary sites and other district sites)**

| No. | SCHOOL NAME         | DELIVERY DAY | ADDRESS                      | ESTIMATED WEEKLY USAGE | SERVING TIME     |
|-----|---------------------|--------------|------------------------------|------------------------|------------------|
| 1   | FREMONT ELEMENTARY  | TUESDAY      | 1005 W. Weldon, Fresno       | 85                     | 1:30 - 2:00 pm   |
| 2   | WILLAMS ELEMENTARY  | TUESDAY      | 525 W Saginaw Way, Fresno    | 150                    | 1:45 -2:15 pm    |
| 3   | BAIRD               | WEDNESDAY    | 5500 N. Maroa, Fresno        | 250                    | 2:45 - 3:45 pm   |
| 4   | BULLARD HIGH        | WEDNESDAY    | 5445 N. Palm Ave, Fresno     | 300                    | 3:00 - 5:30 PM   |
| 5   | EDISON HIGH         | WEDNESDAY    | 540 E. California, Fresno    | 250                    | 3:00 - 3:55 pm   |
| 6   | FRESNO HIGH         | WEDNESDAY    | 1839 N. Echo Ave, Fresno     | 250                    | 3:00 - 3:30 pm   |
| 7   | HOOVER HIGH         | WEDNESDAY    | 5500 N. First St, Fresno     | 220                    | 2:50 - 3:15 pm   |
| 8   | MCLANE HIGH         | WEDNESDAY    | 2727 N. Cedar Ave, Fresno    | 270                    | 3:30 - 4:00 pm   |
| 9   | ROOSEVELT HIGH      | WEDNESDAY    | 4250 E. Tulare St, Fresno    | 190                    | 3:30 - 4:00 pm   |
| 10  | SUNNYSIDE HIGH      | WEDNESDAY    | 1019 S. Peach Ave, Fresno    | 210                    | 3:30 - 4:00 pm   |
| 11  | AHWAHNEE MIDDLE     | WEDNESDAY    | 1127 E Escalon Ave, Fresno   | 110                    | 2:50 - 3:15 pm   |
| 12  | COMPUTECH           | WEDNESDAY    | 555 E. Belgravia, Fresno     | 160                    | 3:50 - 4:30 pm   |
| 13  | COOPER MIDDLE       | WEDNESDAY    | 2277 W. Bellaire Way, Fresno | 80                     | 3:43 - 4:45 pm   |
| 14  | FORT MILLER MIDDLE  | THURSDAY     | 1302 E. Dakota Ave, Fresno   | 80                     | 4:00 - 4:30 pm   |
| 15  | GASTON MIDDLE       | THURSDAY     | 1100 E. Church Ave, Fresno   | 110                    | 2:45 - 3:00 pm   |
| 16  | HAMILTON MIDDLE     | THURSDAY     | 102 E. Clinton, Fresno       | 115                    | 2:30 - 3:00 pm   |
| 17  | KINGS CANYON MIDDLE | THURSDAY     | 5117 E. Tulare St, Fresno    | 200                    | 2:40 - 3:10 pm   |
| 18  | SCANDINAVIAN MIDDLE | THURSDAY     | 3216 N. Sierra Vista, Fresno | 100                    | 2:35 - 2:45 pm   |
| 19  | SEQUOIA MIDDLE      | THURSDAY     | 4050 E. Hamilton, Fresno     | 80                     | 3:30 - 4:00 pm   |
| 20  | TEHIPITE MIDDLE     | THURSDAY     | 630 N. Augusta, Fresno       | 75                     | 2:33 - 2:50 pm   |
| 21  | TENAYA MIDDLE       | THURSDAY     | 1239 W. Mesa, Fresno         | 70                     | 3:30 - 4:30 pm   |
| 22  | TERRONEZ MIDDLE     | THURSDAY     | 2300 S. Willow, Fresno       | 160                    | 2:40 - 3:00 pm   |
| 23  | TIOGA MIDDLE        | THURSDAY     | 3232 E. Fairmont Ave, Fresno | 120                    | 3:10 - 3:30 pm   |
| 24  | WAWONA MIDDLE       | THURSDAY     | 4524 N. Thorne, Fresno       | 155                    | 2:10 - 3:05 pm   |
| 25  | YOSEMITE MIDDLE     | THURSDAY     | 1292 N. 9th St., Fresno      | 120                    | 2:55 - 3:10 pm   |
| 26  | ED CENTER CANTEEN   | WED. & FRI   | 2309 Tulare St., Fresno      | 30                     | 11:00 - 11:30 am |
| 27  | NUTRITION CENTER    | MON. - FRI   | 4480 N. Brawley Ave., Fresno | 30                     | AS NEEDED        |

**SCHEDULE A – PRICE SHEET**  
(secondary and other district sites)

| ITEM NO.                        | EST. ANNUAL USAGE | UOM  | PRODUCT SPECIFICATIONS                                                                                                                                                                                               | MANUFACTURER / BRAND | ITEM NO | UNIT PRICE | EXTENDED TOTAL |
|---------------------------------|-------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------|------------|----------------|
| 1                               | 118,240           | Each | Individually Box, 6" X 6" Pepperoni Pizza, Whole Grain (4.5 oz), flatbread that meets a 2 oz protein and 2 oz whole grain, must meet CACFP Meal Pattern Requirements, sliced in half. Domino's Pizza #11454 or Equal |                      |         |            |                |
| 2                               | 13,140            | Each | Individually Box, 6" X 6" Cheese Pizza, Whole Grain (4.5 oz), flatbread that meets a 2 oz protein and 2 oz whole grain, must meet CACFP Meal Pattern Requirements, sliced in half. Domino's Pizza #12047 or Equal    |                      |         |            |                |
| <b>SUB-TOTAL:</b>               |                   |      |                                                                                                                                                                                                                      |                      |         |            |                |
| <b>SALES TAX 7.895%:</b>        |                   |      |                                                                                                                                                                                                                      |                      |         |            |                |
| <b>TOTAL AMOUNT SCHEDULE A:</b> |                   |      |                                                                                                                                                                                                                      |                      |         |            |                |