

# PIZZA (DELIVERY & READY TO SERVE) RFP No. 15-16-101

**BID SUBMISSION DEADLINE:** 

OCTOBER 6, 2015 10:00 A.M.

LOCATION FOR SUBMISSION OF BIDS:
COVINA-VALLEY UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
519 E. BADILLO STREET
COVINA, CA 91723

#### COVINA-VALLEY UNIFIED SCHOOL DISTRICT – PIZZA RFP 15-16-101

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#### RFP Packet available on our District's website at www.cvusd.k12.ca.us.

\*IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING, THE BIDDER WILL BE DECLARED NON-RESPONSIVE.

+ITEMS TO BE RETURNED WHICH SUCCESSFUL BIDDER MUST SUBMIT IMMEDIATELY AFTER THE AWARD.

#### **NOTICE INVITING BIDS**

#### COVINA-VALLEY UNIFIED SCHOOL DISTRICT

**NOTICE IS HEREBY GIVEN** that the Covina-Valley Unified School District is accepting proposals for Pizza (Delivered and Ready to Service), in accordance with specifications, in the office of Purchasing, 519 E. Badillo Street, Covina, CA 91723, **no later than 10:00 a.m. SHARP**, Tuesday, October 6, 2015. No submittals will be accepted after 10:00 a.m. on October 6, 2015.

Please return Proposal Form, Non Collusion Declaration and required certification forms in a seal envelope with the words "Sealed Proposal – Pizza (Delivered and Ready to Serve)" outside. A taste test will be conducted in conjunction with proposal at a designated date and time. Documents will indicate sample submittal requirements.

For your convenience, proposals may be downloaded from our district's website at www.cvusd.k12.ca.us.

COVINA-VALLEY UNIFIED SCHOOL DISTRICT Robin Harbert Purchasing Supervisor

San Gabriel Valley Tribune

Publish September 21, 2015 Publish September 28, 2015

RFP Submittal October 6, 2015 – 10:00 a.m.

Purchasing Department 519 E. BADILLO STREET COVINA, CA 91723

## REQUEST FOR PROPOSAL GENERAL INSTRUCTIONS AND CONDITIONS

- 1. **SUBMITTING PROPOSALS:** Each proposal must be received in the Purchasing Department, Covina-Valley Unified School District, 519 E. Badillo Street, Covina, CA 91723 by the time prescribed in the Request for Proposal. Each proposal shall be in a sealed envelope, bearing the name of the bidder, and the words "SEALED PROPOSAL PIZZA (DELIVERED AND READY TO SERVE)" on the outside.
- 2. **RESPONSIBILITY:** All proposals shall be signed with the firm name and by a responsible officer or employee.
- 3. CORRECTIONS: All prices and notations shall be typewritten or in ink. No erasures will be permitted. Mistakes must be identified and corrected prior to the final date and time. Mistakes may be crossed out and corrections made adjacent and shall be initialed, in ink, by person signing proposal. Verify your proposal before submission.
- **4. ACCEPTANCE:** Bid on each item separately. Prices shall be stated in units specified. The District will not be responsible for error in extensions. The right is reserved to reject any or all proposals; to waive any irregularities or informalities in any proposal; and to accept or reject any items in the proposal. No bidder may withdraw his/her proposal for a period of sixty (60) days after the date set for opening thereof.
- **5. THE PROPOSALS:** Whenever proposals are equal, preference shall be given to firms located within the School District and/or firms with whom the District has had satisfactory business relationships.
- 6. **PROTEST AFTER AWARD:** Any protest against the award of contract pursuant to this bid must be received within five (5) calendar days after receipt of a written notice of the District's intent to award to another bidder. The District shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the Purchasing Supervisor.
- 7. **NUTRITIONAL INFORMATION:** Detailed and accurate nutritional information is required for all food items purchased by the District. The successful bidder, therefore, will be required to furnish nutritional information on processed or manufactured food items. See Contract Terms & Conditions included with this request for proposal for the minimum nutrient requirements.

In order to accommodate the computerized menu system utilized by the Nutrition Services Department, the successful bidder shall be required to provide a complete nutrient analysis of some products, as requested by the District. The nutrient information may be obtained from an independent laboratory.

The following information will be required from the manufacturer: weight (gm), water content (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg).

Contractor to provide evidence of contribution for the Meat/Meat Alternate and Grain/Bread must be submitted in writing, signed and dated for review by the Director of Nutrition Services for pizzas.

#### All processed foods should not contain any artificial trans-fat.

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Contractor shall notify Nutrition Services whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Nutrition Services Department.

- 8. **SUBSTITUTIONS:** Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words "or equal" unless the Request for the Proposal specifically requires no substitutions. When submitting proposals on brands other than those specified, the submitter must state on the proposal the brand, quality, code number, or other trade designation on each item other than "as specified." At the District's request, the bidder shall furnish samples and/or full descriptive information covering the product bid on, property marked and showing item number and page number on each sample or description within five (5) business days of the request.
- 9. **QUALITY:** All workmanship, materials, and articles incorporated in the items covered by this specifications shall be of the best available grade of their respective kinds for the purpose for which the items are to be used. All equipment shall be new unless otherwise specified.

- 10. **AUDITS AND INSPECTIONS:** The successful bidder shall submit to third party audits and/or inspections initiated by the District during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Successful bidder must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.
- 11. **SAMPLES AND TESTING:** Samples of items, when required, shall be furnished free of expense to the District, and may be retained by the District for the purpose of comparing against material delivered by the successful bidder, and if not destroyed by tests will, upon request, be returned at bidder's expense. The final decision as to whether the material or product is the equal to the specified shall be made by the School District. In all cases when a sample is taken from a shipment and sent to a public testing laboratory and the test shows that the sample does not comply with the specifications, the vendor shall pay the cost of the tests. In all cases the District reserves the right to make tests it deems necessary.
- 12. **PATENT INFRINGEMENTS**: The successful bidder(s) shall hold the Covina-Valley Unified School District, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of copyright or un-copyrighted composition, secret process, patented invention, article, or appliance, furnished or used, under this proposal.
- 13. DELIVERY: It is understood that the bidder agrees to deliver prepaid all items on which proposals are accepted to the addresses indicated on the attached "Delivery Sites" document. All costs for delivery, drayage, or freight, or the packing of said articles are to be borne by the vendor. Additionally, all prices offered must include on site off loading and inside delivery. Absolutely no fuel surcharges may be levied during the term of the contract.
- 14. **DISCOUNT:** Cash discount when stated on proposal shall be allowed on all payments that are processed by the District with reasonable promptness after acceptance of material and receipt of vendor's invoice in triplicate. Cash discounts for a period of less than thirty (30) days will not considered in determining low bidder. Offers of discounts or additional services not delineated on the proposal form will not be considered by the District in the determination of the lowest responsible, responding bidder.
- 15. **INTERPRETATIONS OF PROPOSAL DOCUMENTS**: All interpretations of the proposal conditions and/or specifications shall be made only by written addendum. The

School District shall not be responsible for any other explanation or interpretation of the proposal document.

- 16. **CONTRACT NEGOTIATIONS AND MODIFACATIONS**: A proposal response to any specific item of this proposal with term such as "negotiable," "will negotiate," or similar, will be considered nonresponsive to the specific term. Any modifications, qualifications, exceptions, changes made to the District's terms, specifications, and conditions detailed herein shall be grounds for rejection of proposal.
- 17. **LEGAL REQUIREMENTS:** All bidders are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.
- 18. **METHOD OF PRICING AND COMPLETING PROPOSAL:** Proposer shall offer one firm, fixed price for each item offered. Alternate proposals will be rejected. Proposals stating "will negotiate," or "to be determined" or similarly vague language will be considered as non-responsive and will be subject to rejection of his/her proposal. Errors in price computation on the proposal form do not relieve bidder from holding price. Veracity of prices submitted in this proposal is the sole responsibility of the proposer. The proposer shall not restrict proposal for any item to minimum order value or minimum order quantity.
- 19. **METHOD OF AWARD:** The proposal shall be awarded by lot to the responsible, responding bidder determined to be in the best interest of the District based on the following factors: price, competency, quality, credibility, references, taste, appearance and compliances with all aspects of the specifications. The District will be the sole judge of merit and not necessarily accept the lowest price offered as service and quality of items will be considered in making a decision.
- 20. **COMMUNICATION OF AWARD:** The contract awards made by the District shall not become binding upon the School District until communication in writing to the successful vendors(s) and fully executed agreement.
- 21. **SAFETY REGULATIONS:** All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Divisions of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (Cal Code).
- 22. **AFFIRMATIVE ACTION:** The bidder shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet Federal and State guidelines. No discrimination shall be made in the employment of

persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

23. **NON-COLLUSION AFFIDAVIT:** A signed Non-Collusion affidavit must be return with the Proposal Form. Proposals received without a signed Non-Collusion affidavit cannot be accepted.

#### COVINA-VALLEY UNIFIED SCHOOL DISTRICT 519 E. BADILLO STREET, COVINA CA 91723

Pizza (Delivered & Ready to Serve)
Food Services
RFP 15-16-101

#### CONTRACT TERMS AND CONDITIONS

#### TIME AND PLACE OF PROPOSAL SUBMISSION

Proposals must be received at Covina-Valley Unified School District, Purchasing Department, 519 E. Badillo Street, Covina, CA 91723, no later than **10:00 a.m.** on **October 6, 2015**. Proposals received after that time will not be considered and will be returned to vendor unopened.

#### **CONTRACT DOCUMENTS**

The complete contract will include the General Instructions and Conditions, Contract Terms and Conditions, the proposal of the vendor and its acceptance by the District, and the Purchase Order issued by the District, any of which shall be interpreted to include all provisions of the other documents as though fully set forth therein.

#### **ERRORS AND OMISSIONS**

It shall be the responsibility of the bidder to acquaint him/herself with the contract documents before submitting a proposal, and the bidder shall assume full liability for any errors or omissions in their proposal.

#### AWARD OF CONTRACT

Award will be based on the highest number of points given during the evaluation process as indicated in the Proposal Evaluation Criteria section of this document. The decision resulting from the evaluation process as to which product best meets the needs of the District remains the sole responsibility of the District and is final.

#### PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated on the following criteria:

- A. Experience with similar projects (20 points)
- **B.** Appearance (30 Points)
- D. Taste Test (100 Points)
- E. Cost (100 Points)

#### **TASTE TESTING**

Samples of items listed on the proposal form must be submitted at a later time and date and not at the time of bid/RFP opening. Director of Nutrition Services will be contacting vendor for the designated, date, time and place to submit required samples. Samples must not be sent in the same

package as RFP. Samples must be plainly marked with name of proposer with the words "Sample - Pizza (Delivered and Ready to Serve)" on the outside. Samples must be furnished free of expense to the District at the date, time, and place designated by the Director of Nutrition Services. All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the vendor. Failure to comply with sample and evaluation requirements may result in rejection of proposal.

#### INSPECTION OF FACILITIES

The District reserves the right to inspect the facilities of the proposer prior to and/or following award of the contract. The District may request to review the proposer's current Hazard Analysis Critical Control Program (HACCP) and/or food safety system for their facility and relevant equipment maintenance schedules in order to insure optimum manufacturing, storage and distribution practices. If the District determines after such inspection that the vendor is not capable of performance within the District's standards, his/her proposal will not be considered. The findings and decisions of the District shall be final.

#### **BUY AMERICAN PROVISION**

Federal regulations require to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Upon request, proposers shall provide certification of the origin of food products.

#### PERIOD OF CONTRACT

The initial contract term will be from date of award, November 1, 2015, through **June 31, 2016.** Contract may be extended upon mutual consent between the District and vendor thereafter for two (2) additional twelve (12) month periods, for a maximum of three (3) years, in accordance with Education Code Section 81644. Prices indicated in proposal must stay in effect for the initial twelve (12) month term. **Vendor must indicate if they agree for California school district's to "piggyback" off bid per PCC Section 20118.** 

The District reserves the right to terminate the contract effective at the end of each annual period.

#### **ASSIGNMENT**

Successful bidder shall not assign any part or whole of this bid to another party, subcontractor, or company, nor shall they assign any money due, without the previous written consent of the District. Notice is hereby given that the District will not honor any assignment made by the Contractor unless the consent in writing, as indicated above, has been given.

#### **DISCONTINUANCE OF SERVICE**

When any contractor or vendor shall fail to deliver any product or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such a manner as seems to the Governing Board to be to the best advantage of the Covina-Valley Unified School District.

The Governing Board reserves the right to cancel any articles or services which the successful

bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder; provided satisfactory proof is furnished to the Governing Board, if requested.

The District may discontinue service upon 24-hours' notice for reason of unsatisfactory product or service. FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.

#### **TERMINATION OF AGREEMENT FOR NO CAUSE**

District may terminate this agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the District.

#### **COMPLIANCE WITH LAWS:**

Contractor shall, in the performance of work under District's order, fully comply with all applicable Federal, State and local laws and regulations and shall indemnify and hold District harmless from any liability, cost of expense (including, without limitation, District's court costs and reasonable attorney's fees) resulting from Contractor's failure of compliance. Contractor agrees upon request to furnish District with a certification of compliance with respect to any or all such laws and regulations in such form as District may require. Should Contractor fail to comply with any law(s) the District may terminate the contract without notice

#### **ADDITIONAL ITEMS**

The District reserves the right to add items to the contract during the contract period. Prices for additional items will be negotiated.

#### **ORDER CONDITIONS**

The District reserves the right to adjust each order in accordance with program needs. Any estimates are a guideline only and are not to be construed as a commitment by the District as the exact amount to be purchased. There will be no minimum order requirements for any items listed on this proposal or deliveries to the site.

The District shall not be obligated to purchase or reimburse the contractor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

If the desired product is absolutely not available for any reason, the District shall be notified at least two days in advance of the shortage and the District shall be given options of a product that is equal or higher quality at the same unit cost. Continued shortages or substitutions will be grounds for termination of this agreement.

#### PEANUTS, PEANUT PROTEIN OR PEANUT BY-PRODUCTS

The District reserves the right to decline an award on items that contain peanuts, peanut protein or peanut products. A statement of ingredients and formal nutritional analysis for those items must be submitted with proposal and any/all items that are bid containing peanuts, peanut protein or peanut by-products must be clearly and separately identified.

#### **VEHICLE DELIVERY CONDITIONS**

All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

Any product that fails to be delivered within these parameters will be rejected.

#### PRODUCT QUALITY CONTROL

The District reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor 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 Processor's plant is located or by the applicable federal standards, whichever is higher.

In the event of product contamination issue, Contractor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with proposal.

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

#### **INFERIOR PRODUCT**

The Contractor agrees to permit inspection of the delivered items by a representative of the District's Nutrition Services Department with the right of rejection of inferior merchandise. The District's decision shall be final.

#### **PACKAGING**

Packages/containers shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged packages/containers may be rejected and returned for credit or immediate replacement, at no cost to the District for product or redelivery.

All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Container for serving individual pizzas must be provided and should be so constructed as to retain serving temperature and insulate heat of product from handler. Containers shall be manufactured of heavy food grade cardboard or aluminum pans with paperboard insert lid and accommodate the pizza product relative to the product size. Serving containers shall be designed to prevent collapse and subsequent damage to the product.

Packaging of all products shall be designed to prevent saturation of container from product grease and moisture.

#### PRODUCT SUBSTITUTION AND DISCONTINUED ITEMS

The District will not allow substitutions without prior approval. In the event Contractor is unable to deliver an item as specified in this contract, notification of shortage must be made orally, by facsimile or by electronic mail at least 24 hours prior to scheduled delivery to the Nutrition Service's Department at fax number 626-974-7046. An equal or better substitute product must Contract Terms and Conditions-Pizza RFP 15-16-101

immediately be made available to the District for approval and subsequent distribution to the cafeterias, at no additional charge to the District for product, freight, or redelivery to District sites. Substitutions in quality or quantity must receive <u>prior</u> approval from the Director of Nutrition Services office (626-974-2132) in order to qualify for payment. When substitutions do occur, Contractor shall provide nutritional statements and ingredient listings of the replacement product to the Nutrition Services Department.

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

Contractor shall immediately notify Nutrition Services if they become aware of any product changes or reformulation. When product changes do occur, Contractor shall provide nutritional statements and ingredient listings of these products to the Nutrition Services Department. Failure to provide notification to Nutrition Services of any product changes or reformulation, of which the Contractor is aware of, may result in termination of the contract.

The Contractor must provide the specified product or an acceptable substitute, as determined by the District. If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Contractor shall be required to reimburse the District for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the District.

#### **DELIVERIES**

Deliveries shall be made daily between 10:40 a.m. and 12:18 p.m., or as arranged by the individual schools to meet their serving requirements. Deliveries must be made at least twenty minutes prior scheduled meal service. The District reserves the right to refuse delivery of product at no additional charge if delivered late or if the product arrives in such a condition not meeting the District's minimum quality standards. All deliveries must be delivered in clean, well maintained and in insulated containers. Food items must be delivered under temperature control with product being received at 140 degrees Fahrenheit or above. **Documentation of temperatures for product must be maintained and include departure time/temperature and delivered time/temperature**. Actual delivery of the product or services shall be coordinated with District.

The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any during the period of the contract, and revise delivery times as required. A list of delivery locations enclosed.

For emergency orders, the Contractor will be required to make direct deliveries to the various cafeterias or other locations as requested by the District Nutrition Services Office. There is no minimum order requirement for emergency deliveries.

The School District may discontinue service upon 24-hours notice for reason of unsatisfactory service. FAILURE TO DELIVER IN ACCORDANCE WITH THESE SPECIFICATIONS SHALL CONSTITUTE UNSATISFACTORY SERVICE.

#### **DELIVERY SLIPS**

Delivery slips will be furnished with each delivery, in duplicate, as follows:

Original - signed by person receiving material and retained by Contractor Duplicate - shall be left at each location – Nutrition Services copy

#### **PAYMENT**

Payment will be made within 30-60 working days after actual delivery of goods to the required destination as outlined in the **<u>DELIVERIES</u>** conditions and receipt of invoices acceptable to the District.

#### **SAFETY AND SECURITY**

The Contractor shall comply with all District security regulations. Contractor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the District Maintenance and Operations Department at (626) 974-2150.

#### **INSURANCE**

Contractors will add the District to their existing insurance policy and provide endorsements to match or exceed the insurance requirements enclosed.

#### **PRICE ADJUSTMENTS**

Should the Contractor sell these products under the same quantity, terms and conditions, at a lower price during the period of the contract, the price shall be applicable to this District. Failure to advise the District, in writing, within ten (10) days of price reduction to another purchaser, may be cause for cancellation of the contract.

The District makes every attempt to sell all products ordered. In the event any products remain unsold after meal service, the District shall not be charged for up to ten percent of total product ordered.

A maximum price increase of 3% per contract term may be negotiated **subject to existing market conditions.** Market conditions must be documented and the District notified thirty (30) days in advance of increase. The District shall review and analyze all requests for price increases, based upon market conditions, and shall determine whether or not the requested price increase is justified. The decision of the District shall be final.

Fuel surcharges shall not be accepted under this contract and the addition of such charges shall not be permitted during the period of the contract.

#### **PRODUCT RECALLS**

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

#### DEPT. OF EDUCATION-CHILD NUTRITION DIVISION FORMS

Per the California Department of Education, Child Nutrition and Food Distribution Division, School Nutrition Programs Unit, that attached forms (<u>Suspension and Debarment Certification U.S. Department of Agriculture, Certificate Regarding Lobbying, Disclosure of Lobbying Activities and Buy American Certification</u>) must be completed and submitted with proposal. Proposals received without these forms/certifications will not be considered.

#### PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

#### **COUNTERPARTS**

This Agreement shall be executed in THREE (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

COVINA-VALLEY UNIFIED SCHOOL DISTRICT:	CONTRACTOR:		
By: Jennifer Root, CBO	By:Name and Title		
Date:	Date:		



## INSURANCE REQUIREMENTS FOR VENDORS

NOTICE TO ALL VENDORS: PLEASE PROVIDE A COPY OF THESE INSURANCE REQUIREMENTS TO YOUR INSURANCE BROKER.

Make sure your fee includes the cost of insurance. The District will not reimburse you for insurance

NO WORK CAN BEGIN UNTIL THE DISTRICT RECEIVES THE REQUIRED INSURANCE DOCUMENTATION.

### INSURANCE COVERAGE REQUIRED VIA CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT AND WAIVER OF SUBROGATION ENDORSEMENT

#### A. Insurance Coverage Required via Certificate of Insurance and named Additional Insured Endorsement

- 1. Professional Liability or Errors and Omissions Insurance in an amount not less than \$1,000,000 per claim
- 2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, and including coverage for products and completed operations liability, and broad form property damage liability.
- **3.** Commercial Automobile Insurance in an amount not less than \$1,000,000 per accident if use of an automobile is included or related to the vendor's scope of services.
- **4.** Workers' Compensation Insurance as required by the Labor Code of the State of California and Employer's Liability Insurance (statutory limits) in an amount not less than \$1,000,000 per disease or accident.

#### **B.** Insurance Documentation Required

- Insurance Certificate issued to: Covina-Valley Unified School District Attention: Purchasing Supervisor 519 E. Badillo Street Covina, CA 91723
- 2. General Liability Additional Insured Endorsement naming Covina-Valley Unified School District, its trustees, employees, volunteers, and agents as additional insureds. Such insurance shall be primary and any insurance maintained by the District, its trustees, employees, volunteers, and agents shall not contribute to it.
- **3.** Waiver of Subrogation Endorsement to the Workers' Compensation Policy, if workers' compensation insurance is required by the California Labor Code.

#### **C.** Insurer Financial Security Requirements

- 1. The insurance required by the District shall be placed with insurers with a rating at least equivalent to A.M. Best Company A.VII
- 2. Insurers shall be admitted in the State of California or shall be non-admitted insurers approved by the State of California.

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

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

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

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

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

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

Name of School Food Au	hority	Agreement Number	ľ
Potential Vendor or Existi	ng Contractor (Lower Tie	er Participant):	
Printed Name	Title	Signature	Date

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

G:SNP:DEBARMENT

#### INSTRUCTIONS FOR CERTIFICATION

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

#### CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Name of School Food Authority Receiving Child Nutrition Reimbursement In E	Agreement Number:		
Address of School Food Authority:			
Printed Name and Title of Submitting Official:	Signature:	Date:	
	R		
Name of Food Service Management or Food Service Consulting Company:			
Printed Name and Title:	Signature:	Date:	
Name of School Food Authority:		Agreement Number:	

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

#### DISCLOSURE OF LOBBYING ACTIVITIES

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

1.Type of Federal Action:	2. Status	of Federal Action:	3. Report Type:
<ul> <li>a. Contract</li> <li>b. Grant</li> <li>c. Cooperative</li></ul>	a. Bid/offer/application b. Initial award c. Post-award		a. Initial filing b. Material change  FOR MATERIAL CHANGE ONLY:  Year: Quarter:
3. Name and Address of Re Entity:	porting	• If Reporting Entit and Address of Prin	y in No. 4 is Subawardee, Enter Name ne:
Prime Subawardee Tier, if known Congressional District, if known:		Congressional Distri	ict, if known:
• Federal Department/Agency:		• Federal Program	Name/Description:
		CFDA Number, if a	pplicable:
• Federal Action Number, if known:		• Award Amount, if	known:
• a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		10. b. Individuals Pe different from No. 10 (last name, first nam	· ·
	(attach Co	ontinuation Sheet(s) if	necessary)
Amount of Payment (check all that apply):      actual planned		• Type of Payment ( Retainer One-time fee Commission Contingent fee Deferred	(check all that apply):

• Form of Payment (check all that apply): Cash In-kind; specify: Nature Value	Other; specify:	
Brief description of services performe officer(s), employees(s) or member(s) co      (Attach Continuous)		icated in No. 11:
15. Continuation Sheet(s) SF-LLL-A att	ached: Yes No	
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required		
pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who	Title:	
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.	Telephone No: (	Date:
Federal Use Only:		Authorized for local reproduction Standard Form - LLL

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

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

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

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

#### **BUY AMERICAN CERTIFICATION**

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

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

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

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

Product Description	Country of	Domestic	Non-American	Reason for
	Origin	Price	Price	Waiver
	_			
Attach additional sheets	s if necessary.			
	·			
Name of Contractor			Date	
Signature of Authorized	d Official			

Title

#### DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the State agency determines that

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

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

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

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

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

NAME OF CONTRACTOR		
Signature		
Print Name		
Title		
Date		

END OF DOCUMENT

#### **School Meal Compliant Pizza Product Requirements**

#### Pizza, Whole Grain-Rich, Pepperoni

- Cheese, Light Mozzarella
- Pork and Beef Pepperoni
- Crust must meet criteria as whole grain rich as defined by the USDA Food and Nutrition Services guidance.
- Grain Counts based on 16 gram per serving.
- Must be between 300 and 400 kcals per serving
- Total Fat not to exceed 4 grams per 100 calories
- Contributes no less than 2 ounces of Meat/Meat Alternate and 1.75 ounces of grain/bread per serving as specified by the USDA Food Buying Guide
- Must contain 0 grams of trans fats.

#### Pizza, Whole Grain-Rich, Cheese

- Cheese, Light Mozzarella
- Crust must meet criteria as whole grain rich as defined by the USDA Food and Nutrition Services guidance.
- Grain Counts based on 16 gram per serving
- Must be between 300 and 400 kcals per serving
- Total Fat not to exceed 4 grams per 100 calories
- Contributes no less than 2 ounces of Meat/Meat Alternate and 1.75 ounces of grain/bread per serving as specified by the USDA Food Buying Guide
- Must contain 0 grams of trans fats.

#### **Additional Requirements For all Pizza Products**

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

Product must be boxed and delivered 10-20 minutes prior to first meal service period according to contract terms and conditions.

Pizza must be delivered under temperature control with product being received at 140 degrees or above. Documentation of temperatures for product must be maintained and include departure time/temperature and delivered time/temperature.

Evidence of contribution for the Meat/Meat Alternate and grain/bread must be submitted in writing, signed and dated for review by the Nutrition Services Department's Nutrition Specialist.

#### Pizza delivery sites and lunch serving times [2015-2016 School year]

Site	Address	Lunch Start Time	Site Manager	Phone Number	E-mail
Covina High School	463 S. Hollenbeck Avenue. Covina, CA 91723	11:55 am	Dee Williams	(626) 974-6027	dwilliams@cvusd.k12.ca.us
Northview High School	1016 W. Cypress Avenue. Covina, CA 91722	12:25 pm	Lisa Orosco	(626) 974-6114	lorosco@cvusd.k12.ca.us
South Hills High School	645 S. Barranca Avenue. West Covina, CA 91791	12:28 pm	Barbara Maeder	(626) 974-6219	bmaeder@cvusd.k12.ca.us
Fairvalley High School	231 E. Stephanie Drive. Covina, CA 91722	11:00 am	Melissa Zorrilla	(626) 974-6413	melissazorrilla@cvusd.k12.ca.us
Las Palmas Middle School	641 N. Lark Ellen Avenue. Covina, CA 91722	12:24 pm	Ida Anderson	(626) 974-7220	ianderson@cvusd.k12.ca.us
Sierra Vista Middle School	777 E. Puente Avenue. Covina, CA 91723	11:52 am	Bonnie Salas	(626) 974-7320	bsalas@cvusd.k12.ca.us
Traweek Middle School	1941 E. Rowland Avenue. West Covina, CA 91790	11:52 am	Christine Orozco	(626) 974-7420	corozco@cvusd.k12.ca.us

<sup>\*</sup>Deliveries must be made to the kitchen 20 minutes at the earliest and 10 minutes at the latest prior to scheduled meal service.

Nutrition Services Address: Covina Valley School District, Nutrition Service Department

519 E. Badillo Street

Covina, CA 91723

Office #: (626) 974-7600 x 2132 – Michael Burns, Director of Nutrition Services, michaelburns@cvusd.k12.ca.us

## COVINA-VALLEY UNIFIED SCHOOL DISTRICT PROPOSAL FORM PIZZA (DELIVERED AND READY TO SERVE)

COMPANY NAME	

Item #	Description	Unit of Measure	Est Annual Qty (Slices)	Delivered Price per Unit Cost		
1	Pizza, Whole Grain-Rich, Pork or Beef Pepperoni *must contain 0 grams of trans fats	EA	103,000			
Nutrie	nt Analysis - Whole Grain-Rich Pepperoni Pizza	Per Serving	•	•		
Calorie	es (kcal)					
Proteir						
	at (gm)					
	ted Fat (gm)					
	nsaturated Fat (gm)					
	Polyunsaturated Fat (gm)					
	Carbohydrates (gm)					
	Dietary Fiber (gm)					
	Total Sugars (gm)					
	sterol (mg)					
	m (mg)					
	Iron (mg)					
	Sodium (mg)					
	Vitamin A (IU)					
	Vitamin C (mg)					
	Grain (oz)					
Calories from Fat						
% of C	% of Calotries from Fat					

## COVINA-VALLEY UNIFIED SCHOOL DISTRICT PROPOSAL FORM PIZZA (DELIVERED AND READY TO SERVE)

COMPANY NAME	
--------------	--

Item #	Description	Unit of Measure	Est Annual Qty (Slices)	Delivered Price per Unit Cost	
2	Pizza, Whole Grain-Rich, Light Mozzarella Cheese *must contain 0 grams of trans fats	EA	26,000		
Nutrient Analysis - Whole Grain-Rich Cheese Pizza		Per Serving			
Calories (kcal)					
Proteir					
	Fat (gm)				
Saturated Fat (gm)					
	insaturated Fat (gm)				
Polyunsaturated Fat (gm)					
	nydrates (gm)				
Total Dietary Fiber (gm)					
Total Sugars (gm)					
	sterol (mg)				
	Calcium (mg)				
Iron (m					
Sodiur					
	n C (mg)				
Vitamin A (IU)					
Grain (					
	Meat Alternate (oz)				
	es from Fat				
1% of C	alories from Fat				

## COVINA-VALLEY UNIFIED SCHOOL DISTRICT PROPOSAL FORM PIZZA (DELIVERED AND READY TO SERVE)

COMPANY NAME \_\_\_\_\_

understands the provision	•	• • • • • • • • • • • • • • • • • • • •	onditions or instructions included herein, is familiar with and ices in strict accordance with these specifications, insturctions,
Company Name (Print)			_
Name and Title (Print)			<del>-</del>
Signature			-
Address:			
Addres <u>s.</u>			<del>-</del>
			<del>-</del>
Email:	Phone:	Fax:	

### Non-Collusion Affidavit

(Public Contract Code 7106)
Pizza (Delivered & Ready to Serve)
Food Services
RFP 15-16-101

State of California	)								
County of	) ss. ) )								
isbid, that the bid is not made in organization, or corporation; the induced or solicited any other connived, or agreed with any bidder has not in any manner, fix the bid price of the bidder of any other bidder, or to secul proposed contract; that all staindirectly, submitted his or her data relative thereto, or paid, a bid depository, or to any members.	bidder to put in a fabilider or anyone else directly or indirectly or any other bidder, re any advantage agatements contained bid price or any bre and will not pay, any	n behalf of, and and not collected by sought by or to fix any cainst the publin the bid are akdown there fee to any confidence in the bid are akdown there	ny undiscleusive or shoid, and han bid, o agreement overhead, lic body are true; an eof, or the exporation,	osed personam; that the as not direct that anyon the community of the community of the community of the contents the partnership	, the on, partner bidder ctly or in the cation, of the contract that the ereof, or compared to the compared that the contract that the contract compared that the contract	party	of direct y colluctory from be erence he bid propose in er has reged info	the formy, assorting, assorting, considering; with an orice, or interester not, direction, directio	directly nspired that the yone to r of tha d in the ectly o
				(Signatur	e of Bid	der)		_	
	NOTARY FOR	R NON-COLI	LUSION A	AFFIDAVI	Т				
Subscribed and sworn to (o 20	r affirmed) before	me this			dayof				
(SEAL OF NOTARY)			(Signature of Notary)						
				Γ)	Гуреd N	ame of	Notary	)	

END OF DOCUMENT