

**REQUEST FOR PROPOSAL No. 2402**  
**FOOD SERVICES PIZZA**

**TULARE JOINT UNION HIGH SCHOOL DISTRICT OFFICE**  
**426 N BLACKSTONE STREET**  
**TULARE, CA 93274**

Issue Date: February 21, 2025

Published: February 25 & March 04, 2025

Proposal Due Date/Time: April 01, 2025 at 4:00 PM (local time)

Contact: Daniel Cano, Director of Food Services  
Tulare Joint Union High School District Office  
426 N Blackstone Street  
Tulare, CA 93274  
daniel.cano@tulare.k12.ca.us  
(559) 688-2021

**Request for Proposal**  
Food Services Pizza No. 2402

February 21, 2025

Notice to Vendors:

Re: Food Services Pizza RFP No. 2402

To Whom It May Concern:

Please consider this request for proposal (RFP) for Food Services Pizza for the Tulare Joint Union High School District 2024-2025 through 2026-2027 school years. RFP prices are to reflect the prices that will be in effect May 02, 2025.

Please note that we will consider delivery of Food Services Pizza to three locations in the General Contract Terms and Conditions of the RFP. You are invited to inspect our receiving facilities if desired, by appointment only.

**All RFPs are to be sealed and submitted to the Tulare Joint Union High School District Business Office Attn: Chief Business Officer, 426 N. Blackstone St., Tulare CA 93274.**

Documents for RFP Food Services Pizza No. 2402 can be viewed and downloaded by visiting the Tulare Joint Union High School District website at [www.tjuhsd.org](http://www.tjuhsd.org). The bid documents include the General Bid Instructions and Conditions, Contract Terms and Conditions, Grocery Products Proposal Form, copy of Notice to Bidders, of which the legal notice appears in the Tulare Advance-Register. Also included are Attachment "A" Vendor Insurance, Drug-Free Workplace Certification, Non Collusion Affidavit, Certification and Disclosure Statements, Suspension and Debarment Certification, Certification Regarding Lobbying, Disclosure of Lobbying Activities, References, and the Bidder's Checklist. These forms are to be signed and submitted with your bid proposal. Sealed bids will be received **up to 4:00 P.M., April 01, 2025**. Bid results will be prepared for consideration at a meeting of the Board of Trustees scheduled to be held April 10, 2025. Please indicate the RFP Food Services Pizza No. 2402 on the outside of the envelope submitted.

INQUIRES: Any and all questions or clarification for the RFP documents or products listed shall be directed in writing no later than March 18, 2025 to:

Daniel Cano, Director of Food Services  
daniel.cano@tulare.k12.ca.us

Tulare Joint Union High School District shall post any answers and clarifications to all bidders in the form of an addendum by March 25, 2025 on the district website. It is the responsibility of the bidder to check the website for any addendums.

Thank you for your interest in bidding the needs of Tulare Joint Union High School District.

Sincerely,  
Vivian Hamilton  
Chief Business Officer

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***Notice Inviting Proposals***

RFP: Food Services Pizza No. 2402

DUE: April 01, 2025

TIME: 4:00 P.M.

Public notice is hereby given that the Board of Trustees of the Tulare Joint Union High School District of Tulare County, State of California, is seeking proposals for the Food Services Pizza RFP No. 2402. Proposals shall be received by the Tulare Joint Union High School District, Business Office, 426 N. Blackstone St., Tulare, California 93274 no later than Tuesday, April 01, 2025 at 4:00 P.M. Envelopes containing bids shall be sealed and clearly marked with "RFP Food Services Pizza No. 2402".

The proposal packets may be obtained from the Tulare Joint Union High School District Office at the address listed above during regular business hours. Packets may be requested by phone call to (559) 688-2021 or by email to [daniel.cano@tulare.k12.ca.us](mailto:daniel.cano@tulare.k12.ca.us). The bid packet is available for download from the district website at [www.tjuhsd.org](http://www.tjuhsd.org).

Each proposal must conform and be responsive to this invitation and all other documents comprising the pertinent contract documents, submitted on the printed forms provided by the Tulare Joint Union High School District, and sealed in an envelope.

For the purpose of establishing a desired standard, the RFP document contains specific item descriptions. All requests made for "alternate or equal" item consideration shall be made by contacting Daniel Cano, Director of Food Services at (559) 688-2021.

The Board of Trustees reserves the right to accept, reject, or modify any or all RFPs, alternate RFPs, or unit price, in whole or in part, or waive any formalities, technical defect, clerical error, or irregularity in any bid received, and to be the sole judge of the responsibility of any bidder and of the suitability of the equipment, supplies, and/or services offered. All RFPs shall be valid for ninety (90) days after the bid opening date.

Minorities, women and disabled veteran business are encouraged to submit proposals.

Tulare Joint Union High School District  
Board of Trustees

Tyler Ribeiro, President

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**General RFP Instructions and Conditions**

**NOTE:** Return one original copy of our RFP. Please make a copy for your records.

RFPs will be delivered to Tulare Joint Union High School District, Business Office, 426 N. Blackstone St., Tulare, CA 92374. All RFPs must be received by **April 01, 2025 by 4:00 P.M.** RFPs received after that time will not be considered.

RFPs shall be addressed and delivered to:

Vivian Hamilton, Chief Business Officer  
Tulare Joint Union High School District  
426 N. Blackstone St.  
Tulare, CA 93274

**PREPARATION OF RFPS**

- A. All information requested from the bidder shall be entered in the appropriate space(s) on the form. Failure to do so may disqualify your offer.
- B. All information shall be typewritten or entered in ink. Mistakes may be crossed out and correcting inserted before submission of your bid. Correcting must be initialed in ink by the person signing the bid.
- C. Corrections and/or modifications received after the closing time specified will not be accepted.
- D. RFPs will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.
- E. RFPs must be received by the closing date prior to the time specified to be considered. No fax, email, or telephone bids will be accepted.
- F. Any RFPs received after the closing date will be returned unopened to the bidder.
- G. Submit RFP only in a sealed envelope with the RFP title and closing date on the outside of the envelope.
- H. RFP prices shall remain open and valid subject to acceptance for ninety (90) days after RFP closing date.
- I. RFP separate prices on each individual item in School District's unit of measure. (i.e., pack, size, count, not your standard carton price)

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- J. RFP prices are considered accurate and cannot be withdrawn after the bid is opened.
- K. Upon submission of RFP documents, all such documents shall become the property of the Tulare Joint Union High School District.
- L. Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor, to the receipt of the goods or services by the School District. Time of delivery may be a consideration in the award.
- M. Prices will be considered as net if no cash discount is shown.
- N. Provide any other information not specifically requested which may be considered by the Director of Food Services. (Director of Food Services is not obligated to consider any information not specifically requested in this bid request.)

**BRAND NAMES/QUALITY**

- A. Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- B. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number (or level of quality if item cannot be identified by brand and number).
- C. Equal items will not be considered if identical supply has been determined a necessity and the notation NO SUBSTITUTE has been entered.
- D. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
- E. The Chief Business Officer shall in all instances be the final judge in determining whether the items bid are acceptable to the School District, and whether the items bid are equal in quality and utility to the specified articles.

**SAMPLES**

- A. Samples of articles, when required, shall be furnished free of cost of any sort to the Tulare Joint Union High School District and shipped to Tulare Western High School, 824 W Maple Ave., Tulare, CA 93274.
- B. Samples of articles selected may be retained for future comparison.
- C. Samples which are not destroyed or consumed by testing, or which are not retained for future comparison will be returned upon request at bidder's expense.

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**TAXES**

Tulare Joint Union High School District is exempt from payment of Federal Excise Tax. No federal tax should be included in the price. Exemption of Certificates will be furnished when applicable.

**CASH DISCOUNTS**

In connection with any cash discount specified in this RFP, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the School District warrant.

**LITERATURE**

Bidders may submit literature which fully describes items of which they are bidding, no later than the closing date of this RFP. Any and all literature submitted must be stamped with bidder's name and address.

**GUARANTEE AGAINST DEFECTS**

All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

**PRICE F.O.B.**

RFPs are to be F.O.B. destination as stated on RFP.

**AWARDS**

A combination of the following factors will be considered in awarding this RFP.

- A. Price (40 points)
- B. Bidder's previous record of performance and service (20 points)
- C. Capacity (20 points)
- D. Quality and conformance to specifications (20 points)

Tulare Joint Union High School District shall be the sole judge in making this determination.

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**DEFAULT BY SUCCESSFUL BIDDER**

- A. Rights and remedies for default by Tulare Joint Union High School District: In case of default by successful bidder, the School District may procure the article(s) or service(s) from another source and may recover the loss occasioned thereby from any unpaid balance due the successful bidder by proceeding against the successful bidder's performance bond (10% of contract due at award), if any or by suit against the successful bidder. The prices paid by the School District shall be considered the prevailing market price(s) at the time such purchase(s) is made.
  
- B. Inspection on deliveries which do not meet specifications will be returned at the expense of the successful bidder.

**INCLUSION IN THE CONTRACT**

The right is reserved by the Chief Business Officer at her discretion, to include any other governmental entities in the contract at the accepted prices.

**RESPONSIBILITY FOR GOVERNMENT ENTITIES OTHER THAN THE TULARE JOINT UNION HIGH SCHOOL DISTRICT**

Participation by other government entities will not impose any responsibility for payment of claims on the School District or the Chief Business Officer. Each such governmental entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the governmental entity.

**CONTRACT EXCLUSIVE**

The provisions of the contract shall in no way prohibit the School District from making an incidental purchase from another supplier for the same services as herein listed.

**PURCHASE ORDERS**

Purchase Orders will be issued throughout the contract year to the vendor for the requirements as needed for the department or school site.

**INVOICING**

All invoices are to be mailed in duplicate to the various locations designated on the "Invoice Address" on each purchase order. Reference shall be made to the purchase order number. Invoice shall be paid once a month on all deliveries made during the month.

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**RIGHT TO AUDIT**

The Tulare Joint Union High School District reserves the right to verify, by examination of the Contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

**CONTRACT ASSISTANCE**

Contractor shall furnish, at no cost to the School District, a representative to assist School Sites and District Departments in determining their requirements. The foregoing obligations will continue beyond the term of the contract as to any act or omission that occurred during the term of the contract or any extension to the contract.

**DELIVERIES**

Deliveries are to be made by common transportation carrier, by the successful bidder's own equipment, or by other means so as to affect prompt delivery. Due care shall be exercised in packing, handling and shipping to assure arrival of the material at its final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the successful bidder. Frequency of delivery will be determined by the needs of the School District and will be interspersed throughout the contract year, but will be a minimum of one (1) day per week during the regular school year. Deliveries will be accepted Monday through Friday except holidays between 10:30 A.M. - 11:30 A.M. or as requested. Deliveries will be made to three School District locations as indicated below with additional locations upon request:

1. Mission Oak High School, 3442 E. Bardsley, Tulare, CA, 93274
2. Tulare Union High School, 755 E. Tulare Ave., Tulare, CA, 93274
3. Tulare Western High School, 824 W. Maple, Tulare, CA, 93274

**Please note that keys are not available and no dark drops will be allowed.**

**QUANTITY & QUALITY OF MATERIALS OR SERVICES**

The successful bidder shall furnish and deliver the quantities designated by the Chief Business Officer. Packing slips which clearly identify the merchandise and the School District purchase order number or agreement must accompany every delivery. All materials, supplies or services furnished under an agreement or purchase order resulting from the bid shall be in accordance with the School District specifications. Materials or supplies, which in the opinion of the Chief Business Officer are not in accordance and conformity with such specification's, shall be rejected and promptly removed from the School District premises at the successful bidder's expense.



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**PRICES**

During the period of deliveries under an agreement or purchase orders resulting from this bid, should there be a decrease in prices on the balance of the deliveries, such decreases shall be made available to the School District for as long as the lower prices are in effect, but at no time shall the prices charged the School District exceed the prices herein quoted.

**USAGE**

Usage of materials will be interspersed and periodic during the contract year as such will not be subject to shipment of the total estimated requirements at any one time.

**QUANTITIES**

The estimated usage for each item is based on the experience of a one year period. 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 for those listed, as may be required. However, it is to be understood that these figures are quite realistic and will be considered in making an award. Actual usage whether lesser or greater than estimated shall not affect the prices as submitted and accepted by the School District.

**TERMINATION OF CONTRACTS/PURCHASE ORDERS**

The Tulare Joint Union High School District reserves the right to terminate all purchase orders or contracts with due cause giving a ten (10) day written notice or may terminate without cause giving a thirty (30) day 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 reasons of unsatisfactory service. Purchase orders or contracts which extend into a subsequent fiscal year will automatically terminate if the Tulare Joint Union High School District does not appropriate funds for the goods and/or services under the purchase order to contract.

**SPECIAL CONDITIONS**

Attached hereto if contrary to GENERAL CONDITIONS supersede these GENERAL CONDITIONS.

- A. Prices shall be firm for the contract period ending June 30, 2027 unless otherwise stated by the bidder.
- B. MINIMUM ORDER quantities and charges for less than minimum order quantity shall be assumed as "NONE", unless otherwise stated by the bidder.
- C. STATE PURCHASE ORDER mailing address and telephone number for ordering purposes: Delivery locations as indicated "Deliveries" section above.
- D. STATE REMITTANCE mailing address and telephone number for billing purposes: 426 N. Blackstone St., Tulare, CA, 93274
- E. NOTE: SAMPLES SHALL BE SHIPPED TO TULARE WESTERN HIGH SCHOOL, 824 W. MAPLE AVE., TULARE, CA, 93274

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**SPECIAL INSTRUCTIONS**

**TERM** – Agreement shall be awarded for a period of one (1) year (2024-2025). The district reserves the right to extend the contract for an additional two years, subject to approval by both parties. The rates shall be subject to adjustment upward or downward once each year commencing with the beginning of the second year of the contract period. Rate increases shall not exceed COLA of CPI rates (whichever is less) as determined by the State of California for the fiscal year. The successful bidder(s) must notify the district in writing of price changes forty-five (45) days prior to the contract renewal date. 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 cancelled, service will be rebid.

Year one: 2024-2025 (May 02, 2025 to June 30, 2025 only)

Year two: 2025-2026

Year three: 2026-2027

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**Contract Terms and Conditions**

**TIME AND PLACE OF RFP SUBMITTAL**

All RFPs must be received by **April 01, 2025 at 4:00 P.M.** Bids received after that time will not be considered.

RFPs shall be addressed and delivered to:

Vivian Hamilton, Chief Business Officer  
Tulare Joint Union High School District  
426 N. Blackstone St.  
Tulare, CA 93274

**CONTRACT DOCUMENTS**

The complete contract will include the Notice Inviting RFPs, General RFP Instructions and Conditions, Contract Terms and Conditions, Attachment “A” Vendor Insurance, Drug-Free Workplace Certification, Non Collusion Affidavit, Suspension and Debarment Certification Statement, Certification Regarding Lobbying, the Grocery Products Proposal Form and its acceptance by the School District, and the Purchase Order issued by the School 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 vendor to acquaint him/herself with the contract documents before submitting a bid, and the vendor shall assume full liability for any errors or omissions in their quote.

**AWARD OF CONTRACT**

A successful RFP **must** deliver the items within the required delivery schedule in order to be declared responsive to this quote. RFPs will be awarded on the basis of lowest responsible quote based on usage. Take estimated usage into consideration when preparing the RFP. The School District reserves the right to award the bid to one (1) or more vendors, whichever is in the best interest of the School District. Additional criteria may be utilized in evaluating the RFP award which could result in items not being awarded solely on lowest price. Examples of this would include but are not limited to delivery minimums or prior unsatisfactory business relationship.

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**RFP/BID PROTEST PROCEDURES**

Consistent with Tulare Joint Union High School District Board Policy 3311 regarding Bids, bid protest will be conducted as per Administrative Regulation 3311 of the Board Policies, Regulations and Bylaws of the Board of Trustees of the Tulare Joint Union High School District as follows: A bidder may protest a RFP award if he/she believes that the award is not in compliance with law, Board policy, or the RFP specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

**TIE RFP/BID**

Whenever bids are equal, preference shall be given to firms with whom the School District has had satisfactory business relationships.

**PERIOD OF CONTRACT**

Minimum contract term is twelve (12) months. RFP prices must stay in effect for twelve (12) months after award of RFP and may be extended upon mutual consent between the School District and vendor thereafter upon Board approval renewed for an additional two (2) one-year periods for a maximum of three (3) years, in accordance with Education Code Section 81644.

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

**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 School 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 Tulare Joint Union High School District.

The Governing Board reserves the right to cancel any articles or services which the successful vendor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the vendor; provided satisfactory proof is furnished to the Governing Board, if requested.

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

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**ORDER CONDITIONS**

There shall be no minimum delivery of dollar volume or case counts. 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 of the same or higher quality at the same unit cost. Continued shortages or substitutions may be grounds for termination of this agreement.

**The School 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.**

**BUY AMERICAN CLAUSE**

Tulare Joint Union High School District participates in the National School Lunch Program and other federally funded meal programs and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). **Exceptions to the Buy American provision should be used as the last resort; however, an alternative or exception may be approved upon request. Any non-domestically grown ingredients must be disclosed at the time of proposal and will be considered by the Agency at the time of the opening of bids.**

**DELIVERIES**

All deliveries shall be made and delivered Monday through Friday except holidays to the delivery locations specified in the General Instructions on behalf of the Food Services Department, no exceptions.

The School District as a matter of non-responsiveness shall reject all RFPs (regardless of price) that fail to indicate ability to deliver the product within the required time to the required locations. **Give careful attention to the delivery sites and requirements submitted by School District included in the Delivery Schedule.**

**Please note that keys are not available and no dark drops will be allowed.**

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

**TEMPERATURE TRACKING**

Vendor is required to record the time each pizza comes out of their oven and the temperature of each pizza after it is cut and placed into its cardboard delivery box. The date, time, and the temperature must be recorded on the outside of each pizza box on the top flap in the lower right corner.

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**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 delivery location

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**PAYMENT**

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

**HOLD HARMLESS**

The vendor shall save, defend, hold harmless and indemnify the School District and its employees against any and all liability, claim, and cost of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

**SAFETY AND SECURITY**

The Contractor shall comply with all School 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 District personnel.

**INSURANCE**

Contractors will add the School District to their existing insurance policy and provide endorsements to match or exceed the insurance requirements in Attachment "A".

**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 School District. Failure to advise the School District, in writing, within ten (10) days of price reduction to another purchaser, may be cause for cancellation of the contract.

**Any price increase requested must be justified and proven by submission of documentation.** The School 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 School 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 School 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 School District.

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**ADDITIONAL PRODUCT INFORMATION/CLARIFICATION**

Any and all questions or clarification for product or RFP documents shall be directed in writing no later than March 18, 2025 to:

Daniel Cano  
Director of Food Services  
daniel.cano@tulare.k12.ca.us

Tulare Joint Union High School District shall post on the district website answers and clarifications to all bidders in the form of an addendum by March 25, 2025. It is the responsibility of the proposer to check the website for any addendums.

**NON COLLUSION AFFIDAVIT**

A signed Non-Collusion Affidavit must be completed by the vendor and submitted as part of the RFP. RFPs received without a signed Non-Collusion Affidavit cannot be considered (form is enclosed).

**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 (Suspension and Debarment Certification, U.S. Department of Agriculture and Certification Regarding Lobbying) **must be completed and submitted with this bid. Bids received without these forms/certifications will not be considered.**



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**Bidder's Checklist**

This checklist is provided as a convenience to assist bidders in ensuring that a complete bid package is returned. It is not represented as being comprehensive and compliance therewith does not relieve the bidder of responsibility for compliance with any bid requirement which may not be mentioned specifically in this checklist. Original documents are required. Fax or email documents will not be accepted under any circumstances.

*All of the listed items must be returned to constitute a complete bid package.*

Check ✓	Item to Return
	<b>Bidder's Checklist</b>
	<b>Nutrition Specification and RFP Form</b> Must include printed copy with response
	<b>Attachment "A" Vendor Insurance</b> May include certificate with proposal.
	<b>Fingerprinting Requirement – Signature Required</b>
	<b>Drug-Free Workplace Certification – Signature Required</b>
	<b>Statement of Compliance – Equal Opportunity – Signature Required</b>
	<b>Noncollusion Affidavit – Notarized Signature Required</b>
	<b>Suspensions and Debarment Certification – Signature Required</b>
	<b>Certification Regarding Lobbying – Signature Required</b>
	<b>Disclosure of Lobbying Activities – Signature Required</b> If none, indicate "NA" or "None" in space for activities
	<b>Vendor Questionnaire</b>
	<b>Nutritional Requirement Certification – Signature Required</b>
	<b>References</b>
	<b>Proposal Signature - Required</b>

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

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**Nutrition Specifications**

Education code section 49430, 49431.2, 49431.7, California code of regulations section 15575, 15577, 15578, part 7 code of federal regulations sections 210.11, 220.12.

Pizza must be:

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

AND

- a.  $\leq 35\%$  calories from fat, and
- b.  $< 10\%$  calories from saturated fat, and
- c.  $\leq 35\%$  sugar by weight, and
- d.  $< 0.5$  grams trans-fat per serving, and
- e.  $\leq 480$  milligrams sodium, and
- f.  $\leq 350$  calories

AND must meet ONE of the following

- g. A fruit, vegetable, dairy, protein, or whole grain item (or have one of these as the first ingredient), or
- h. Be a combination food containing at least  $\frac{1}{4}$  cup fruit or vegetable

A whole grain item contains one of the following:

1. The product includes one of the following FDA-approved whole grain health claims on its packaging and any refined grain contained in the product is enriched.
  - a. *“Diets rich in whole grain foods and other plant foods and low in total fat, saturated fat and cholesterol may reduce the risk of heart disease and some cancers.”*
2. Non-mixed dishes (e.g. breads, cereals): A whole grain as the first ingredient in the list (whole grains must be the primary ingredient by weight). Any other grains must be enriched.
3. Mixed dishes (e.g. pizza, corn dogs): A whole grain is the first grain ingredient in the list (whole grains must be the primary ingredient by weight). Any other grains must be enriched.
4. At least 50% or more whole grain by weight.

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

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**RFP FORM**

PLEASE READ, COMPLETE, AND RETURN ORIGINAL DOCUMENT AS PART OF PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION.

***Product List – Samples must be provided before bid opening***  
*(Delivered to 3 school site locations.)*

<i>Description</i>	<i>Size</i>	<i>Slice Per Pizza</i>	<i>Price Year 1</i>	<i>Price Year 2</i>	<i>Price Year 3</i>
Pepperoni Pizza	16 inch	8			
Cheese Pizza	16 inch	8			
Combo Pizza	16 inch	8			

***Samples and nutrition specification sheets of all products you are bidding on must be provided prior to bid submission for ingredient clarification.***

**Request for Proposal**  
Food Services Pizza No. 2402

**Attachment "A"**

**VENDOR INSURANCE:**

Vendor must secure and maintain the following insurance with the Owner named as an additional insured which will protect the parties from claims that may arise out of or result from Vendors operations or those of any sub-vendor in carrying out the contract:

**COVERAGE:**

- a. Comprehensive public liability insurance for personal injury or property damage with a combined single limit of at least \$1,000,000;
- b. Worker's compensation insurance as required by the provisions of Labor Code section 3700.

**POLICIES:**

Before an Agreement is executed by the School District, the Vendor shall obtain all insurance policies required here, including the "GENERAL LIABILITY-ADDITIONAL INSURED ENDORSEMENT". Vendor shall obtain Owner's approval of insurance; and shall file policies of such insurance with Owner. Approval of the insurance shall not relieve or decrease the liability of Vendor.

Policies of insurance shall contain transcripts from the policies authenticated by proper office of the insurer, evidencing in particular those insured, the amount of the insurance and the location of and the operations to which the insurance applies. The insurance required must be written by a company licensed in California and the company must be acceptable to Owner and carry a Best's rating of no less than A: VII.

Certification that such insurance has been obtained will be required to be presented to Owner on or before the delivery is started.

**Company Name** \_\_\_\_\_

**Request for Proposal**  
Food Services Pizza No. 2402

**Fingerprinting Requirement**

Vendor acknowledges that Education Code Section 45125.1 applies to contracts for the provision of janitorial, administrative, landscaping, transportation and food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted and their fingerprint must be submitted to the California Department of Justice for a criminal records check. The contractor is required to fulfill this requirement at its expense. No such employee may be permitted to come in contact with pupils until the records check is completed. No employee with a record of conviction for a serious or violent felony may be assigned to perform services which will place them in contact with pupils without the prior, written approval of the District. This contract does not grant such approval.

Vendor certifies that no employee who has a record of conviction for a serious or violent felony will be assigned to perform services under this contract which will permit or require them to come in close contact with pupils unless the school district first receives notice from the contractor and the school district grants written permission.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Position

**Company Name**\_\_\_\_\_

**Request for Proposal**  
Food Services Pizza No. 2402

**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 (GC) 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, and
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace, and
  - 2) The person or organization's policy of maintaining a drug-free workplace, and
  - 3) The availability of drug counseling, rehabilitation and employee assistance programs, and 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 GC 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 GC 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 GC 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 GC 8350 et seq.

**Request for Proposal**  
Food Services Pizza No. 2402

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

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Request for Proposal**  
Food Services Pizza No. 2402

**Statement of Compliance**

\_\_\_\_\_  
**Name of Bidder**

**EQUAL OPPORTUNITY EMPLOYEMENT ACT OF 1972**

The Tulare Joint Union High School District policy is in firm support behind the provisions of the Equal Opportunity Act of 1972. We, therefore, must be assured by the successful Contractor in this bid that they are an equal opportunity employer according to the provisions of the act. We, therefore, require the certification of each bidder as part of the contract documents.

**CERTIFICATE**

I/we hereby certify that the \_\_\_\_\_ is an equal opportunity employer as defined in the Equal Opportunity Act of 1972. Upon request by the Business Office, we will show proof that our employment practices do meet in every respect the requirements of the Equal Opportunity Act of 1972.

\_\_\_\_\_  
**Signature of Owner or Official of Firm**

\_\_\_\_\_  
**Owner or Official of Firm**

\_\_\_\_\_  
**Title**

**Date**\_\_\_\_\_

**Company Name**\_\_\_\_\_



**Request for Proposal**  
Food Services Pizza No. 2402

**Noncollusion Affidavit**  
(must be notarized)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_ )

\_\_\_\_\_(name), being first duly sworn, deposes and says that he or she is \_\_\_\_\_(title) of \_\_\_\_\_ (contracting firm name), the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract or anyone interest in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or a breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID**

The undersigned:

\_\_\_\_\_ (name) the \_\_\_\_\_ (title) of

\_\_\_\_\_ (contracting firm name) says that he/she has read the foregoing statement and attests under penalty of perjury to the fact that the enclosed bid is in no way collusive, a sham bid or fixed bid as described above.

Signature \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

My commission expires \_\_\_\_\_

Notary \_\_\_\_\_

**Request for Proposal**  
Food Services Pizza No. 2402

California Department of Education  
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit  
April 1998

**CERTIFICATION AND DISCLOSURE STATEMENTS**

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

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

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

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

***Suspension and Debarment Certification***

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

***Certification Regarding Lobbying***

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

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

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

**Request for Proposal**  
Food Services Pizza No. 2402

**Applicable to Both Certification Statements**

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

**SFAs with Food Service Management or Consulting Contracts**

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

**Summary**

- ***Suspension and Debarment Certification***
  1. The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000.
  2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.
  3. The SFA retains certification signed by contractor with executed contract and maintains it on file.
- ***Certification Regarding Lobbying***
  1. SFAs receiving in excess of \$100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.
  2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds. Retain the certifications with bid documents.
  3. The Disclosure of Lobbying Activities form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of Certification Regarding Lobbying.)

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

**Request for Proposal**  
Food Services Pizza No. 2402

California Department of Education  
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit  
April 1998

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

**INSTRUCTIONS:** SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a 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).

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)**

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

\_\_\_\_\_  
Name of School Food Authority

\_\_\_\_\_  
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

[SFA Instructions - Do Not Submit This Form. Retain With The Applicable Contract Or Bid Responses.]

G:SNP:DEBARMENT

**Request for Proposal**  
Food Services Pizza No. 2402

**INSTRUCTIONS FOR CERTIFICATION**

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

**Request for Proposal**  
Food Services Pizza No. 2402

California Department of Education  
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit  
April 1998

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

**OR**

Name of Food Service Management or Food Service Consulting Company:		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

G:SNP:LOBBYING CERT

**Request for Proposal**  
Food Services Pizza No. 2402

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)

<b>1. Type of Federal Action:</b>  a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	<b>2. Status of Federal Action:</b>  a. Bid/offer/application b. Initial award c. Post-award	<b>3. Report Type:</b>  a. Initial filing b. Material change  <b>FOR MATERIAL CHANGE ONLY:</b>  Year: _____ Quarter: _____
<b>4. Name and Address of Reporting Entity:</b>  Prime _____ Subawardee Tier _____, if known  Congressional District, if known:		<ul style="list-style-type: none"> <li>• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</li>   Congressional District, if known: </ul>
<ul style="list-style-type: none"> <li>• Federal Department/Agency:</li> </ul>	<ul style="list-style-type: none"> <li>• Federal Program Name/Description:</li>  CFDA Number, if applicable: </ul>	
<ul style="list-style-type: none"> <li>• Federal Action Number, if known:</li> </ul>	<ul style="list-style-type: none"> <li>• Award Amount, if known:</li> <li>\$ _____</li> </ul>	
<ul style="list-style-type: none"> <li>• a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</li> </ul>	<b>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>	
(attach Continuation Sheet(s) if necessary)		
<ul style="list-style-type: none"> <li>• Amount of Payment (check all that apply):</li> <li>\$ _____ actual</li> <li>planned</li> </ul>	<ul style="list-style-type: none"> <li>• Type of Payment (check all that apply):</li> <li>Retainer</li> <li>One-time fee</li> <li>Commission</li> <li>Contingent fee</li> <li>Deferred</li> </ul>	

**Request for Proposal**  
Food Services Pizza No. 2402

<p>• <b>Form of Payment (check all that apply):</b> Cash In-kind; specify: Nature _____ Value _____</p>	<p>Other; specify: _____</p>
<p>• <b>Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:</b></p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p><b>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</b></p>	
<p><b>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No: (_____) _____ Date: _____</p>
<p><b>Federal Use Only:</b></p>	<p><b>Authorized for local reproduction Standard Form - LLL</b></p>



# Request for Proposal

## Food Services Pizza No. 2402

### 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.

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 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "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.
  - (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).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
11. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
12. 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.
13. 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.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

<p>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</p>
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**Request for Proposal**  
Food Services Pizza No. 2402

**Nutritional Requirement Certification**

All food products must conform to current California law. These provisions are found in California Senate Bill 80 (2007 – Committee on Budget and Fiscal Review) and Senate Bill 132 (2007 – Committee on Education). This law is summarized as follows:

Food products must not contain artificial trans-fat. A food item contains artificial trans-fat if it contains vegetable shortening, margarine, or any kind of hydrogenated or partially hydrogenated vegetable oil, unless the manufacturer’s documentation or the label required on the food, pursuant to applicable federal and state law, lists the trans-fat content as less than 0.5 gram per serving.

Food items that have been deep fried, par fried, or flash fried in oil or fat as part of the manufacturing process must have been processed using a permitted oil. Oils permitted by this provision include, but are not limited to, canola, safflower, sunflower, corn, olive, soybean, peanut, or a blend of these oils, typically liquid at room temperature. Oils and fats prohibited by this paragraph include, but are not limited to, palm, coconut, palm kernel, lard, typically solid at room temperature.

I certify that all products contained on this bid meet the above nutritional requirements.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Position

**Company Name** \_\_\_\_\_

**Request for Proposal**  
Food Services Pizza No. 2402

**Vendor Questionnaire**

1. What is your percentage of markup over landed cost?
  
2. Explain how you plan on meeting specific delivery hours for all three schools?
  
3. How many deliveries per week will you provide during the specific delivery hours? Include what days of the week.
  
4. What is your minimum of amount of product or dollar amount required to receive a delivery?
  
5. What kind the delivery vehicle will be used to make deliveries? Will all deliveries be made in a temperature controlled truck? Will the trucks used for deliveries have a lift gate?
  
6. Do you have an operational Hazardous Analysis Critical Control Point (HACCP) program in place at your facility? When was the last time the HACCP has been updated? How often do you train employees on the HACCP? Proposal must include proof of an operational HACCP program.
  
7. What is your procedure for notifying the customer of shortage and or substitutions?
  
8. How do you notify customers of recalls?

**Company Name**\_\_\_\_\_

**Request for Proposal**  
Food Services Pizza No. 2402

**References**

Please submit three current references, preferably school district references.

Name of School District/Company: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Frequency of Deliveries: \_\_\_\_\_

Name of School District/Company: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

Frequency of Deliveries: \_\_\_\_\_

Name of School District/Company: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

Frequency of Deliveries: \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Request for Proposal**  
Food Services Pizza No. 2402

**Proposal Signature**

I hereby agree to meet and adhere to all of the above Conditions for Food Services Pizza No. 2101 covered by this Request for Proposal, except as noted on the attached sheet(s).

Prices Good Through\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Full Legal Name of Applicant

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

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Position

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Date

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

**Company Name**\_\_\_\_\_