



05/23/2017

Audrey Witty
 Director of Nutrition Services
 Perris Union High School District
 155 East 4th Street
 Perris, CA 92570

Regarding : 2017-2018 Fresh Bread prices

Thank you for agreeing to piggyback the Val Verde USD bread products bid FS16/17-01 for the 2017-2018 school year.

Galasso's Bakery agrees to allow the Perris Union High School District to piggyback the Val Verde USD bread products bid for the 2017-2018 school year. These prices will be effective July 1, 2017 through June 30, 2018.

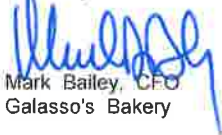
Any additional items that are required can be added to your authorized product list by contacting Albert Armenta.

Please confirm by signing below, and returning to my office via fax, e-mail or mail.

| Item # | Description | 2016-2017 | 2017-2018 |
|--------|---------------------------------|-----------|-----------|
| 191 | Steak Roll 6" Hinge 12 PK | 3.92 | 3.92 |
| 202 | French Roll 6" Hinge 12 PK | 3.92 | 3.92 |
| 505 | Whole Grain Breadstick 12 PK | 1.72 | 1.75 |
| 1036 | Sour Stubby 2# 1/2" | 1.84 | 1.88 |
| 1286 | 6"Hot Dog 12PK | 2.97 | 1.68 |
| 2106 | Wheat Pullman 1.5# | 1.76 | 1.79 |
| 2116 | White Wheat 6" hot dog 12PK | 1.61 | 1.64 |
| 2117 | Wheat HD 6" 12 PK | 1.59 | 1.62 |
| 2119 | White Wheat 1.5# pull | 1.79 | 1.82 |
| 2122 | Whi Whe SR 6" Sl 12PK | 2.08 | 2.12 |
| 2124 | WHEAT ROUNDTOP 2# 5/8 | 2.25 | 2.30 |
| 2133 | Whi Whe SR 4" sl 12PK | 2.90 | 2.90 |
| 2134 | White Whole Wheat 3.5" HB | 1.76 | 1.79 |
| 2135 | Whi Whe Kai 4" R/C 12PK | 2.01 | 2.01 |
| 2136 | Wheat Ham 3.5" 12 PK | 1.76 | 1.79 |
| 2139 | White Wheat 4" HB 12PK | 1.71 | 1.74 |
| 2156 | White Whole Wheat Dinner Roll | 1.75 | 1.78 |
| 2228 | White Wheat T-Biscuit | 1.69 | 1.72 |
| 3500 | Multi Grain HB 4" 12 PK | 1.65 | 1.68 |
| 7066 | Bagel - White Wheat Blueberry | 2.50 | 2.50 |
| 7073 | Bagel - White Wheat | 2.50 | 2.50 |
| 7074 | Bagel - White Wheat Cinn Raisin | 2.50 | 2.50 |
| 7080 | Pita Bread 12oz. 6PK | 2.00 | 2.00 |
| 7114 | English Muffins - 100% WW 6 Pk | 1.65 | 1.68 |

Thank you for your support. We look forward to working with you for the upcoming school year.

Sincerely,


 Mark Bailey, CFO
 Galasso's Bakery

Perris Union High School District agrees to piggyback the Val Verde USD bread products bid FS16/17-01 for the 2017 - 2018 school year. Effective from 07/01/17 through 06/30/18.

 Signature of authorized representative

 Date

 Print or type name of authorized representative



03/27/2017

Robert Quanstrom
 Director, Food Services
 Val Verde USD
 975 W. Morgan St.
 Perris, CA 92571
 (951) 940-6100 ext. 10859

Regarding : 2017-2018 Fresh Bread prices

Below is our fresh bread pricing for the 2017 - 2018 school year. The prices below reflect a slight increase this year, due to legislation increasing the minimum wage, and Consumer Price Index. These prices will be effective 07/01/2017 through 06/30/2018.


Any additional items that are required can be added to your authorized product list by contacting Albert Armenta.

Please confirm by signing below, and returning to my office via fax, e-mail or mail.

| | 2016-2017 <u>Price</u> | 2017-2018 <u>Price</u> |
|--------------------------------------|---------------------------|---------------------------|
| 505 Whole Grain Breadstick 12 PK | 1.72 | 1.75 |
| 1036 Sour Stubby 2# 1/2" | 1.84 | 1.88 |
| 1228 T-Biscuit 12PK | 2.69 | 2.67 |
| 2106 Wheat Pullman 1.5# | 1.76 | 1.79 |
| 2116 White Wheat 6" hot dog 12PK | 1.61 | 1.64 |
| 2117 Wheat HD 6" 12 PK | 1.59 | 1.62 |
| 2119 White Wheat 1.5# pull | 1.79 | 1.82 |
| 2122 Whi Whe SR 6" SI 12PK | 2.08 | 2.12 |
| 2124 WHEAT ROUNDTOP 2# 5/8 | 2.25 | 2.30 |
| 2134 White Whole Wheat 3 5" HB | 1.76 | 1.79 |
| 2136 Wheat Ham 3 5" 12 PK | 1.76 | 1.79 |
| 2139 White Wheat 4" HB 12PK | 1.71 | 1.74 |
| 2156 White Whole Wheat Dinner Roll | 1.75 | 1.78 |
| 2228 White Wheat T-Biscuit | 1.69 | 1.72 |
| 3500 Multi Grain HB 4" 12 PK | 1.65 | 1.68 |
| 7066 Bagel - White Wheat Blueberry | 2.50 | 2.50 |
| 7073 Bagel - White Wheat | 2.50 | 2.50 |
| 7074 Bagel - White Wheat Cinn Raisin | 2.50 | 2.50 |
| 7081 Pita Bread | 2.00 | 2.00 |
| 7114 English Muffins - 100% WW 6 Pk | 1.65 | 1.68 |

Thank you for your support. We look forward to working with you for the upcoming school year.

Sincerely,


 Mark Bailey, CFO
 Galasso's Bakery

Val Verde USD agrees to extend the terms and conditions, as indicated above, for the 2017 - 2018 school year. Effective from 07/01/17 through 06/30/18.

 _____ Date 4/6/17

Robert Quanstrom _____ *note: Board approved 4/4/17*
 Print or type name
 Director of Food Services



Agenda Item Details

Meeting Apr 04, 2017 - Regular Meeting of the Board of Education
 Category G. Business Services Consent Calendar
 Subject 1. Extension of Contract for Fresh Bread Products
 Type Action (Consent)
 Recommended Action Approve Extension of Contract for Fresh Bread Products.

Background:

Staff is requesting authorization to extend the contract for Fresh Bread Products to Galasso's Bakery for the 2017-2018 School Year

- Bid # FS 16/17-01 Fresh Bread Products

The Board of Education awarded the Fresh Bread Products - Bid #FS 16/17-01 to Galasso's Bakery at the June 7, 2016 Board Meeting. The term of the contract award is for one (1) year with an additional (2) two year renewal period. The District is in the first year of the contract and is seeking approval to extend the contract through the 2017/18 school year.

Fiscal Implications:

The cost for Fresh Bread Products is estimated at \$100,000 per year to be paid from Food Service Budget.

Resource Person:

Robert A. Quanstrom
 Director, Food Services

BOARD POCS to correct

Motion & Voting

The Superintendent recommends that the Board of Education approve the upgrade of Disaster Recovery System Storage.

Motion by Marla Kirkland, second by Suzanne Stotlar.

Final Resolution: Motion Carries

Aye: Shelly Yarbrough, Marla Kirkland, Julio Gonzalez, Matthew Serafin, Suzanne Stotlar

Board Action Item

April 4, 2017

Approval to extend the Contract for Fresh Bread Products

Project Name: Extension of Contract for Fresh Bread Products.

Background: Administration is requesting authorization to extend the contract for Fresh Bread Products to Galasso's Bakery for the 2017-2018 School Year

Bid # FS 16/17-01 Fresh Bread Products

The Board of Education awarded the Fresh Bread Products - Bid #FS 16/17-01 to Galasso's Bakery at the June 7, 2016 Board Meeting. The term of the contract award is for one (1) year with an additional (2) two year renewal period. The District is in the first year of the contract and is seeking approval to extend the contract through the 2017/18 school year.

Fiscal Implications: The cost for – Fresh Bread Products is estimated at \$100,000 per year to be paid from Food Service Budget.

Submitted by: Darrin Watters
Deputy Superintendent, Business Services

Robert A. Quanstrom
Director, Food Services

EMAILED
to Vanessa 3-13-17

Printed at: 8:41 am
On: Thursday, Apr 14, 2016

Ad #: 0010155592
Order Taker: neller

THE PRESS-ENTERPRISE

Classified Advertising
Proof

1825 Chicago Ave, Suite 100
Riverside, CA 92507
(951) 684-1200
(800) 514-7253
(951) 368-9018 Fax

Account Information

Phone #: 951-940-6100
Name: VAL VERDE USD
Address: 975 W MORGAN ST
PERRIS, CA 92571

Account #: 1100149194
Client:
Placed By: Dana Conrad
Fax #:

Ad Information

Placement: Public Notice FR
Publication: PE Riverside, PE.com

Start Date: 04/25/2016
Stop Date: 05/02/2016
Insertions: 2 print / 2 online

Rate code: Gen Pub Notice-PE
Ad type: C Legal

Size: 2 X 50 Li
Bill Size: 100.00

Amount Due: \$400.00

Ad Copy:

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Val Verde Unified School District of Riverside County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but not later than 1:00 o'clock p.m. on Tuesday May 10th, 2016, sealed bids for the award of a contract for Fresh Bread Products.

Each bid shall be submitted on a form obtained at the Food Service Department of said District. Bids may be mailed via U.S. mail to: 975 W. Morgan St. Perris CA, 92571 or delivered Fed Ex, UPS, or other courier to the above address. Bids not received in the District by the specified date and time will be returned unopened. It is the sole responsibility of the bidder to see that his bid is received in proper time at the address noted herein. Bids will be publicly opened at 1:00 o'clock p.m. on Tuesday May 10th, 2016 at the Food Services Department Conference Room located at 972 W. Morgan St. Perris CA, 92571.

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

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

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

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

Julio Gonzalez
Clerk of the Governing Board
Val Verde Unified School District

Publication: Riverside Press Enterprise
Advertising dates: Monday, April 25, 2016
Monday, May 2, 2016



Agenda Item Details

| | |
|---------------------------|---|
| Meeting | Jun 14, 2016 - Regular Meeting of the Board of Education-Agenda |
| Category | G. Business Services Consent Calendar |
| Subject | 2. Approval to Award Contract to the Lowest Responsible Bidder for Fresh Bread Products and Authorize the Superintendent or Deputy Superintendent of Business Services or Director of Facilities, Contracts & Purchasing Services or Director of Food Services to Sign Contracts and Purchase Orders to Awarded Vendors |
| Access | Public |
| Type | Action (Consent) |
| Recommended Action | Approve Contract Award to the Lowest Responsible Bidder for Fresh Bread Products and Authorize the Superintendent or Deputy Superintendent of Business Services or Director of Facilities, Contracts & Purchasing Services or Director of Food Services to Sign Contracts and Purchase Orders to Awarded Vendors. |

Public Content

Background:

The Food Services Department is requesting authorization to award fresh bread products for the 2016/17 school year to the lowest responsible bidders:

Galasso's Bakery

The bid was issued to obtain competitive pricing for fresh bread products for the Food Service Department. The Award of Bid Summary Report is attached.

Fiscal Implication:

The cost estimate for the Fresh Bread Products Bid # FS16/17-01 is estimated at \$100,000 to be paid out of Food Service Funds.

Resource Person(s):

Robert A. Quanstrom
Director, Food Services

Darrin Watters
Deputy Superintendent Business Services

Motion by Michael M. Vargas, second by Marla Kirkland

Final Resolution: Motion Carries

Aye: Michael M. Vargas, Suzanne Stotlar, Shelly Yarbrough, Marla Kirkland, Julio Gonzalez

[Award Bid for Fresh Bread Products.pdf \(126 KB\)](#)

Administrative Content

Executive Content

Workflow

Workflow Jun 7, 2016 8:36 AM :: Submitted by Vanessa Snell. Routed to Irene Warner for approval.
Jun 7, 2016 8:49 AM :: Final approval by Irene Warner

Last Modified by Diana Ruppe on June 22, 2016



Val Verde Unified School District

975 W Morgan Street • Perris, CA 92571 • 951-940-6100

Tuesday, June 21, 2016

BOARD OF EDUCATION:

Julio Gonzalez
Marla Kirkland
Suzanne Stotlar
Michael M. Vargas
D. Shelly Yarbrough

Michael R. McCormick
Superintendent

R. Darrin Watters
Deputy Superintendent
Business Services

Christi Barrett
Assistant Superintendent
Human Resources

Mark LeNoir
Assistant Superintendent
Education Services

Galasso's Bakery
Mark Bailey, Chief Financial Officer
10820 San Sevaine Way
Mira Loma CA 91752

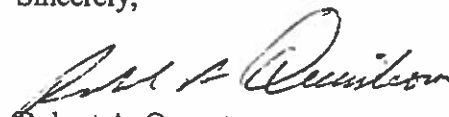
Dear Mr. Bailey:

This letter is to inform you that on June 14, 2016, our Board of Education approved our recommendation that Galasso's Bakery be awarded the Fresh Bread Products Bid #FS16/17-01 for the 2016/17 school year effective July 1, 2016. As indicated in the bid, deliveries will be made to twenty-two (22) school sites once or twice weekly.

As per bid general conditions number 11, proof of insurance must be provided and maintained throughout the period of this agreement. Please mail proof of insurance within 10 days after receipt of this letter.

Thank you for taking the time to bid on our business. I hope we will enjoy a mutually profitable relationship this school year.

Sincerely,


Robert A. Quanstrom
Director, Food Services



*Rec. 5-10-16
9:30am
Dcarroll*

Val Verde Unified School District

Fresh Bread Products

Invitation To Bid # FS 16/17-01

BID AND CONTRACT DOCUMENTS

**BID DUE TUESDAY, MAY 10, 2016
@ 1:00 PM**

**Food Service Department
972 W. Morgan St.
Perris CA 92571
951-940-6109**

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Val Verde Unified School District of Riverside County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but not later than 1:00 o'clock p.m. on Tuesday May 10th, 2016, sealed bids for the award of a contract for **Fresh Bread Products**.

Each bid shall be submitted on a form obtained at the Food Service Department of said District. **Bids may be mailed via U.S. mail to: 975 W. Morgan St. Perris CA, 92571 or delivered Fed Ex, UPS, or other courier to the above address.** Bids not received in the District by the specified date and time will be returned unopened. It is the sole responsibility of the bidder to see that his bid is received in proper time at the address noted herein. Bids will be publicly opened at 1:00 o'clock p.m. on Tuesday May 10th, 2016 at the Food Services Department Conference Room located at 972 W. Morgan St. Perris CA. 92571.

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

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

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

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

Julio Gonzalez
Clerk of the Governing Board
Val Verde Unified School District

Publication: Riverside Press Enterprise
Advertising dates: Monday, April 25, 2016
Monday, May 2, 2016

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BID #FS 16/17-01
Fresh Bread Products

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BID PROPOSAL FORM

Board of Education
Val Verde Unified School District
Food Services Department
972 W. Morgan St.
Perris, California 92571-

Re: Bid Proposal for Bid No. FS 16/17 -01

To: Members of the Board of Education

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Bidders, Instructions to Bidders, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the bid package for the above-referenced bid, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said bid package. The entire bid package is submitted, together with this Bid Proposal Form.

Name of Company: GALASSO'S BAKERY

Legal Status (i.e., sole proprietorship, partnership, corporation):
CORPORATION

Tax I.D. Number (Sole Proprietorship Only):

Address: 10820 SAN SEVAINE WAY, MIRA LOMA CA 91752

Authorized Representative: 
Signature (**ALSO SIGN & RETURN 2 COPIES OF PAGES 19-21**)

MARK BAILEY, C.F.O.
Name (Print or Type)

CHIEF FINANCIAL OFFICER
Title

Date: 05/06/2016

Telephone: () 951-360-1211

FAX: () 951-360-0427

**“NONCOLLUSION DECLARATION” TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH PROPOSAL**
(Public Contract Code Section 7106)

State of California
County of RIVERSIDE] ss.

I, the undersigned, being duly sworn, declare that I am an authorized officer of the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Vendor 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 Vendor or anyone else to put in a false or sham proposal, and has not directly or indirectly induced or solicited any other Vendor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Vendor or any other Vendor, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Vendor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract: that all statements contained in the proposal are true; and, further, that the Vendor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member of agent thereof to effectuate a collusive or sham proposal.

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

I, the undersigned, hereby certify that I have read and understand this **Non-Collusion Declaration** and guarantee complete compliance with all the terms, conditions and stipulations.

Vendor GALASSO'S BAKERY
(Type or Print Complete Legal Name of Company)

By 
(Signature)

05/06/2016
(Date)

Name MARK BAILEY
(Type or Print)

C.F.O.
(Title)

INSTRUCTION TO BIDDERS:

No bid proposals shall receive consideration by the Val Verde Unified School District unless made in accordance with the following instructions:

1. PREPARATION OF BIDS

All prices and quotations must be submitted in ink or typewritten. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing bid form. No oral, telegraphic or telephone bids or modifications will be accepted.

Both **unit price and extension** (where applicable) for all line items must be shown where required on the bid form. In case of error, unit price will govern and extensions will be corrected. More than one unit price inserted for any one item may result in the rejection of the bid unless alternate bids are specifically requested.

The bid amount shall include all direct and indirect cost incidentals to providing the services described herein, such as all applicable taxes, fuel fees, licensee fee, bond fees, insurance, etc. **Signature on bids must be in ink to be considered acceptable**

2. REQUEST FOR INFORMATION

Any questions relative to the bid should be directed to the appropriate buyer at the address specified for receipt of bid proposals.

3. EXECUTION OF AGREEMENT

In addition to the Bid Proposal Form, **all bidders must sign and return 2 copies of the Agreement pages (Pages 19-21) included in this invitation for bids, and must return it to the District, together with the Bid Proposal Form and Competed item pricing sheets**

4. IDENTIFICATION OF BIDDER

Each bid must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, Bids by corporations must be signed with legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter, The name of each person signing shall also be typed or printed below the signature, When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejecting of the bid.

5. WITHDRAWAL OF BID PROPOSALS

Any bidder may withdraw his/her bid personally or by written request at any time prior to the scheduled closing time for the receipt of bids, but may not be withdrawn for period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to Public Contract Code Sections 5100, et seq.

6. AWARD OF CONTRACT

The contract will be awarded as a whole (all or nothing) and the bid submitted will cover all fresh bread products ordered by the Food Services Department for the duration of the contract.

The Val Verde Unified School District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids, and to make its selection of items awarded based upon its specifications. The District further reserves the right to not necessarily purchase all items and/or quantities listed in the bid documents. The quantities listed are estimates of the needs of the District and may be adjusted to meet the actual needs, when determined.

The Val Verde Unified School District reserves the right to accept or reject bids as submitted; to be the sole judge of merits and qualifications of items offered; not necessarily to accept the lowest price of any offered, as the **SERVICE, DELIVERY AND QUALITY** of items will be considered in making the selections.

7. REJECTION OF BIDS

The District reserves the right to accept to reject any and all bids, or any portion of combination thereof, or award on the basis of the total bid.

8. AMENDMENTS

The terms and conditions contained in the Notice to Bidders, Bid Proposal Form, Instruction to Bidders, General Conditions, Specifications, and Agreement herein may be amended or modified only with the prior written approval of the District.

Any addenda or bulletins issued during the time of bidding shall form a part of the specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.

9. EVIDENCE OF RESPONSIBILITY

Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's organization available for the performance of the contract and any other required evidence of the Bidder's qualifications, to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract may result in rejecting of the bid.

10. BID SECURITY

None required

11. TAXES

Unless otherwise specified, taxes shall not be included in the bid prices. The District will compute the state sales and use taxes. Federal excise taxes are not applicable to school district.

12. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless special bid conditions indicate otherwise. A person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices of materials to a bidder is not thereby disqualified from itself submitting a bid or quoting prices to other contractors. **No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be nonresponsive.**

13. QUANTITIES

The quantities indicated on the Quotation Sheets are the District's best estimate, as determined from previous annual totals and projected usages, and do not obligate the District to purchase the indicated quantities. The actual quantities required may be substantially more or less than indicated herein.

14. BID NEGOTIATIONS

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

15. INTERPRETATION OF BID DOCUMENTS

If any bidder finds discrepancies in, or omissions from the bid documents, he/she may submit to the Director Food Services of the Val Verde Unified School District a written request for clarification and the responses thereto will be mailed to all bidders. Corrections will be made by addenda issued to each company that has been sent or has picked up a bid packet. The Val Verde Unified School District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid.

16. AGREEMENT PERIOD

It is anticipated that the agreement awarded under this bid shall be effective July 1, 2016 through June 30, 2017.

17. COMMENCEMENT OF DELIVERIES

After receiving written notification of award, the successful bidder shall be required to commence with the delivery of all items which they have been awarded immediately after receipt of a District purchase order. In most instances, delivery services will begin July 1, 2016.

18. ORDER SIZE AND PLACEMENT

There shall be no minimum quantities required in order for the District to place order for needed items. Orders will be placed by each cafeteria manager and/or Department buyer as per a

mutually agreed upon schedule between the Food Serviced Department and the vendor. Managers must have the right to adjust their orders prior to their scheduled delivery day.

19.DELIVERIES

All prices shall be bid "F.O.B. Destination". Destination shall be to twenty two (22) school sites which require once or twice a week deliveries between 6:00 am and 11:00 am.

The District will not pay shipping and handling charges, nor shall the District pay for any fuel surcharges. Additionally, all prices offered by bidders, must include on site off loading and inside delivery. No keys will be issued to vendor upon award of bid.

See Page 17 for a complete list of delivery locations and addresses.

20.SUBSTITUTIONS AND SAMPLES

The successful vendor must deliver the products quoted and accepted by the District and meet the delivery time promised. Failure to supply the products specified or to deliver within the time promised may result in cancellation of award. If circumstances beyond the vendor's control mandate the need for a substitution, approval must be obtained by the Food Services Department prior to delivery. The vendor will be required to provide an equivalent product in quality, pack size and pricing.

No Samples are required at the time of bid submittal, but the District reserves the right to request samples prior to award of bid.

21.PRODUCT SPECIFICATIONS AND NUTRITIONAL INFORMATION

In order to accommodate the Child Nutrition Program requirements utilized by the Food Services Department, the successful bidder is required to provide a complete nutrient analysis of the products bid. **A nutrient analysis and CN labeling or Product Formulation Sheets on all products bid should be included with your formal bid. If nutrient analysis and CN labeling or Product Formulation Sheets are not included in the formal bid, and you are the awarded vendor you will have ten (10) days from award of bid to supply the required analysis. Failure to comply with these instructions shall be considered sufficient cause for default.**

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 fats (gm), cholesterol (mg), dietary fiber (gm), vitamin A(IU), vitamin C (mg), calcium (mg), iron (mg), and sodium (mg).

all processed foods should contain no added artificial Trans fats.

All items provided under this bid shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling and processing. Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with the bid specifications shall be replaced the Vendor at no additional cost to the

District. Failure to replace items not meeting our specifications and/or defective items shall be considered sufficient cause for default.

Contractor shall notify Food 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 Food Services Department.

22. METHOD OF PRICING AND COMPLETING BID

Bidder shall offer one firm, fixed price for each item offered. Alternate bids will be rejected. Bids stating "will negotiate" or "to be determined" or similarly vague language will be considered as non-responsive and will be subject to rejection of bid.

Bidder must indicate brand name (when applicable) and product code number for each item bid. A bid "as specified" will not be accepted.

Errors in price computation on the Item Pricing Pages do not relieve bidder from holding price. Veracity of prices submitted in this bid is the sole responsibility of the bidder.

All bid prices must conform to the State of California Food and Agriculture Code, specifically Section 61383, Sales below Cost.

23. BUY AMERICAN PROVISION

Federal regulations require that to the maximum extent possible, only domestic products should 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, bidders shall provide certification of the origin of food products.

24. INSPECTION OF FACILITIES – EVALUATION

The District reserves the right to inspect the facilities of the bidder prior to award of the contract. The District may request to review the bidder's current Hazard Analysis Critical Control Points (HACCP) food safety system for their facility in order to insure optimum storage and distribution practices. If the District determines that after such inspection that the bidder is not capable of performance within the District's standards, their bid will not be considered. The findings and decisions of the District shall be final.

25. FOOD DEFENSE

Bidder's distribution facility must be registered with the Food and Drug Administration and meet the requirements outlined in the public Health Security and Bioterrorism Preparedness and Response Act (Public law 107-188, Section 305) For further information visit the FDA's official site at <http://www.fda.gov/Food/GuidanceRegulation/FoodFacilityRegistration/default.htm>. Failure to register prior to the close of the bid shall result in the bidder's disqualification for contract award.

26. SAFETY AND SANITATION

Food Services staff will only receive product that meets all food safety and sanitation requirements, therefore Food Services staff may at any time:

- Inspect delivery trucks for any signs of contamination.
- Check all expiration and best if used by dates.
- Use thermometers to check temperatures.
- Accept product only at acceptable temperatures.
- Reject unacceptable items.

27. HEALTH INSPECTION

The vendor must include a copy of the most recent Environmental Health Official Inspection Report of all operating facilities producing product for this bid with the bid package.

28. LIQUIDATION DAMAGES:

The District shall hold the successful bidder liable and responsible for all damages which may be sustained because of his failure to comply with any conditions herein. If the successful bidder fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful bidder. Cost accrued by the District for purchases resulting from a failure to perform shall be invoiced to the successful bidder or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market price as at the time such purchase is made. In addition, a charge of \$50.00 will be assessed to cover administrative cost for processing of third party orders resulting from non-performances

29. BIDDER CRITERIA FORM

The Bidder Criteria Form must be completed and submitted with the bid.

30. VENDOR QUESTIONNAIRE

The Vendor Questionnaire must be completed and submitted with the bid.

31. BIDDERS DISCLOSURE INFORMATION

All disclosure, certification and non-collusion forms and affidavits contained in this bid must be completed and submitted with the bid.

32. QUESTIONS PERTAINING TO BID

Bidders are encouraged to contact the District's Food Service Director to pertinent questions or clarifications regarding the appropriate method of completing this bid:

Food Services, Director
Robert A Quanstrom
Val Verde Unified School District
975 W. Morgan St. Perris, CA 92571 PH (951) 940-6109

33. BID PROTEST PROCEDURE

Any bidder may file a bid protest but only those bidders who have actually submitted a bid on the project shall have the right to file a Bid Protest. The protest shall be filed in writing with the Director, Food Services not more than five (5) business days after the date of the bid opening. Untimely Bid Protests will not be reviewed by the District and will be returned to the bidder. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest, protest related questions, and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

1. **Content of Bid Protest:** The Bid Protest must contain a complete statement of all grounds (both factual and legal) for the Bid Protest. The Bid Protest must contain all facts, refer to the specific portion(s) of any document relied upon, and shall include copies of all documents referred to in the protest. Any grounds not set specifically forth in the Bid Protest are waived. The party filing the Bid Protest must concurrently transmit a copy of the Bid Protest to the bidder deemed to be the apparent lowest responsible bidder.
2. **Resolution of Bid Controversy:** Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. District will issue a written decision within fifteen (15) business days of receipt of the Bid Protest, unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the protest, but may do so at the option of the District, or if otherwise legally required. The Decision on the bid protest will state the reasons for the actions taken by District and will be copies to all parties involved in the protest.
3. **Appeal:** If the protesting bidder or the apparent lowest responsible bidder is not satisfied with the Decision, the matter may be appealed to the Deputy Superintendent, Business Services, or their designee, within three (3) business days after receipt of the District's written Decision on the Bid Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Val Verde Unified School District
Darrin Watters, Deputy Superintendent Business Services
975 W. Morgan St. Perris CA 92571

4. **Appeal Review and Finality:** The Deputy Superintendent, Business Services or their designee shall review the Decision on the Bid Protest from the Director Food Services and issue a written response to the Appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. The written decision of the Deputy Superintendent, Business Services or the Hearing Office shall be rendered within fifteen

- (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.
5. **Reservation of Rights to Proceed with Project Pending Appeal:** The District reserves the right to proceed to award the bid item(s) or Project and commence construction pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.
 6. **Waiver:** The procedures and time limits set forth in this Bid Protest are **mandatory** and are the bidder's sole and exclusive remedy in the event of a Bid Protest. The bidder's failure to comply with any of this Bid Protest Procedure shall constitute a waiver of any right to pursue a Bid Protest or in any way challenge the award, including but not limited to, any challenge pursuant to the California Public Contract Code, filing of claim pursuant to the California Government Code, or filing of any other legal proceedings.

GENERAL CONDITIONS:**1. INDEMNIFICATION**

The Contractor shall maintain, or cause to be maintained, such insurances as will protect him and the District from claims under Worker's Compensating Acts, and such public liability insurance as will protect him and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under the contract, whether such operations be by himself or by and subcontractor or anyone directly or indirectly employed by either of them.

The Contractor agrees to hold harmless, defend and to indemnify the District from every claim or demand which may be made by reason of:

- 1) Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and
- 2) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor or any other person, firm or corporation directly, or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work; the Contractor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.
- 3) Contractor shall defend, indemnify, protect, and hold harmless Val Verde Unified School District and its agents, officers and employees from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.

2. EXCUSE FOR NONPERFORMANCE – FORCE MAJEURE CLAUSE

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

3. FINGERPRINT CLEARANCE

Under Education Code Section 45125.1, Contractor and its subcontractors shall ensure that all employees working with the Val Verde Unified School District obtain fingerprint background clearance through the California Department of Justice screening process; Contractor and its subcontractors will not place any person at a school whom has a conviction of a serious or violent felony as defined in Education Code Section 44830.1(c)(1), or sex offense as defined in Education Code Section 44010 or controlled substance offense as defined by Education Code Section 44011.

4. PRODUCT QUALITY CONTROL

The District reserves the right to discontinue service of all or any portion of any contract resulting from this bid for any reason 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 standards, 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 are higher

5. LABELING

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 Food 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 Food Services Department. Failure to provide notification to Food Services regarding product label changes may result in termination of the contract.

Cases of product shall be clearly and legible labeled with product name, code, and weight. **All items are required to carry legible, open code dating on each package, carton, pouch, box, or case.** If the code is encrypted, the District may request that Contractor provide key from manufacturer to decode information.

6. ASSIGNMENT

The Contractor shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

7. PREVAILING LAW

In the event of any conflict or ambiguity between a) the Instructions to Bidders, General Conditions, Specifications, Agreement, or any other document forming a part of this invitation for bids, and b) state or federal law or regulations, the latter shall prevail. Additionally, all

equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

8. ANTI-DISCRIMINATION

It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work.

9. CERTIFICATION REGARDING SUSPENSION AND DEBARMENT, LOBBYING

Contractors who will perform more than \$100,000 in business with the District during the fiscal year must complete the **Suspension and Debarment Certification, U.S. Department of Agriculture and Certification Regarding Lobbying** (and, if applicable, **Disclosure of Lobbying Activities**) forms, included as a part of the bid package (see pages 26-31), prior to the signing of any contract. The District is prohibited from contracting with vendors that are on the U.S. General Services Administration's Suspension and Debarment List. The Suspension and Debarment Certification is required to document that the vendor or any of its key employees have not been debarred, proposed for debarment, or suspended by a Federal Agency. Additionally, the District is required to obtain information from the Contractor regarding lobbying activities.

If the debarment/suspension occurs during the term of the contract, the District will not exercise its right to renew under the contract conditions.

10. GOVERNING LAW AND VENUE

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

11. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall maintain during the life of the contract, Public Liability and Property Damage Insurance to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. The minimum amounts of such insurance shall be as follows:

General Liability

| | |
|---|--|
| Comprehensive Form + Products/Completed Operations | Bodily Injury and Property Damage Combined \$2,000,000.00 |
|---|--|

Auto Liability

| | |
|---|--|
| Comprehensive Form Owned, Non-owned, Hired | Bodily Injury and Property Damage Combined \$2,000,000.00 |
|---|--|

Failure to take out or maintain the required insurance and furnish acceptable evidence thereof may result in termination of this contract.

12. CREDIT MEMOS

The Contractor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the District's Food Services Accounting Department.

13. INVOICE AND BILLING PERIOD

The billing period shall begin on the first day of each month and shall end on the last day of each month.

All invoices shall include the following information:

1. Contractor's name, address, and telephone number
2. Contractor's invoice number and date
3. Designated line for District signature
4. Ship to address
5. Product description
6. Product quantity for each item ordered
7. Unit and extended price for each item on order
8. Total price of order/invoice

The Contractor will be paid in accordance with payment terms herein upon receipt of summary invoices for previous month's billing period. Deliveries for the last day of the billing period must be included on the summary invoice for that billing period. Separate summary invoices shall be rendered for each school, with the school number prefacing the name. For prompt payment, billing must be accurate in all details, and invoices must be submitted to:

Val Verde Unified School District
Food Services Department
975 W. Morgan Street
Perris CA, 92571

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

14. MULTI YEAR EXTENSION

Pursuant to Education Code, Section 39644 and 81644, this bid may be extended for an additional two (2) years. The extension may be granted on a year by year basis provided that the following conditions are being met:

- a. The Director of Food Services has deemed the products and services of the vendor satisfactory.
- b. The Vendor shall submit a list of the price increases for the next fiscal year (July 1st to June 30th) by the last business day in May.

- c. The percentage of price increase for products are at or below the consumer price increases for "All Urban Consumers" Database Series for the statistical area of "US City Average" from the category "SEFV- Food Away From Home" as listed on the Bureau of Labor Statistics (BLS) web site (<http://www.bls.gov/data/>). The Vendor may use the preceding twelve (12) months, March to February, or the preceding twelve (12) months April to March, depending on the most recent months listed on the web site two weeks prior to submittal of price increases. Vendor may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the Director of Food Services.

The following documents must be resubmitted with each request for contract extension.

- d. Documents of Insurance Coverage, (General Conditions, Item #11)
- e. Current Health Inspection Report
- f. Disclosure of Lobbying Form
- g. Certification Regarding Lobbying Form

15. PIGGYBACK CLAUSE

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the supplier, other school district and community college districts, an public corporation for agency including any county, city, town or public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical items(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the public Contract Code.

The Val Verde Unified School District waives its right to require such other districts and officers to draw their warrants in the favor of the District as provided in said code sections.

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

Piggyback option granted WB (Please initial)

Piggyback option not granted _____ (Please initial)

Specifications and/or bid sheets are attached.

VAL VERDE SCHOOL DISTRICT - SITE DIRECTORY

| NAME | ADDRESS |
|--|---|
| District Office/Central Warehouse | 975 West Morgan St. Perris CA 92571 |
| Avalon Elementary School | 1851 E. Rider St. Perris CA 92571 |
| Columbia Elem. School | 21350 Rider St. Perris CA 92570 |
| El Potrero Elem. School | 16820 Via Pamplona Drive Moreno Valley CA 92551 |
| Lasselle Elem. School | 26445 Krameria St. Moreno Valley CA 92555 |
| Manuel L. Real Elem. School | 19150 Clark St. Perris CA 92570 |
| May Ranch Elem. School | 900 E. Morgan St. Perris CA 92571 |
| Mary McLeod Bethune Elem. School | 25390 Krameria St. Moreno Valley CA 92551 |
| Mead Valley Elem. School | 21-100 Oleander Ave. Perris CA 92570 |
| Rainbow Ridge Elem. School | 15950 Indian Ave. Moreno Valley CA 92551 |
| Sierra Vista Elem. School | 20300 Sherman Road Perris CA 92571 |
| Triple Crown Elem. School | 530 Orange Ave. Perris CA 92571 |
| Val Verde Elementary School | 2656 Indian Ave. Perris CA |
| Victoriano Elem. School | 25650 Los Cabos Drive Moreno Valley CA 92551 |
| Lakeside Middle School | 27720 Walnut Ave. Perris CA 92571 |
| March Middle School | 15800 Indian Ave Moreno Valley CA 92551 |
| Tomas Rivera Middle School | 21675 Martin St. Perris CA 92570 |
| Vista Verde Middle School | 25777 Krameria ST. Moreno Valley CA 92551 |
| Citrus High School | 18150 Wood Rd. Perris CA 92570 |
| Rancho Verde High School | 17750 Lasselle St. Moreno Valley CA 92551 |
| Val Verde High School | 972 West Morgan St. Perris CA 92571 |
| Virtual/Student Success Academy | 25100 Red Maple Lane, Moreno Valley CA 92551 |
| Orange Vista High School (opening soon) | 1400 East Orange Ave. Perris, CA 92571 |

AGREEMENT

THIS AGREEMENT, made and entered into this day 6th of MAY, 2016, by and between the Val Verde Unified School District, Riverside County, California, hereinafter called the District, and hereinafter called the Contractor for the GALASSO'S BAKERY

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. THE CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The Notice to Bidders, the Information to Bidders, the Accepted Bid, the General Specifications, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.
- 2. SERVICES, MATERIALS AND SUPPLIES:** The contractor agrees to furnish the service or services, the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. Member districts shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective district. It is understood by the Contractor that all items or service will be promptly delivered to the District.
- 3. PAYMENTS.** The contractor shall submit an itemized invoice in duplicate of materials and services at the delivery point and at the time the delivery is made. District shall pay contractor the full amount of each invoice within thirty (30) days of receipt. Contractor shall furnish District with a recap of items upon request.
- 4. TERMINATION FOR DEFAULT:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.
- 5. TERMINATION OF AGREEMENT WITHOUT 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.

6. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

7. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

8. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and Bond (if required). The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

9. SAVE HARMLESS CLAUSE: The Contractor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this contract.

10. THE DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District.

11. REMOVAL OF REJECTED ITEMS: All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

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

13. **ASSIGNMENT OF CONTRACT:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

14. **ATTORNEYS' FEES:** If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.

15. **CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, and OR AGENT OF THE DISTRICT:** While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District or its member districts.

16. **INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR:** The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Specifications. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor. The contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

17. **CONDITIONAL BID:** The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.


IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

CONTRACTOR:

DISTRICT:

GALASSO'S BAKERY

Val Verde Unified School District

By 
MARK BAILEY

By _____

Title CHIEF FINANCIAL OFFICER

Title _____

Date: 05/06/2016

Date: _____

Governing Board Date _____

(Corporate Seal)

AGREEMENT

THIS AGREEMENT, made and entered into this day 6th of MAY, 2016, by and between the Val Verde Unified School District, Riverside County, California, hereinafter called the District, and hereinafter called the Contractor for the GALASSO'S BAKERY

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. THE CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The Notice to Bidders, the Information to Bidders, the Accepted Bid, the General Specifications, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.
- 2. SERVICES, MATERIALS AND SUPPLIES:** The contractor agrees to furnish the service or services, the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. Member districts shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective district. It is understood by the Contractor that all items or service will be promptly delivered to the District.
- 3. PAYMENTS.** The contractor shall submit an itemized invoice in duplicate of materials and services at the delivery point and at the time the delivery is made. District shall pay contractor the full amount of each invoice within thirty (30) days of receipt. Contractor shall furnish District with a recap of items upon request.
- 4. TERMINATION FOR DEFAULT:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.
- 5. TERMINATION OF AGREEMENT WITHOUT 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.

6. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

7. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

8. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and Bond (if required). The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

9. SAVE HARMLESS CLAUSE: The Contractor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this contract.

10. THE DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District.

11. REMOVAL OF REJECTED ITEMS: All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

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

13. **ASSIGNMENT OF CONTRACT:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

14. **ATTORNEYS' FEES:** If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.

15. **CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, and OR AGENT OF THE DISTRICT:** While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District or its member districts.

16. **INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR:** The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Specifications. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor. The contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

17. **CONDITIONAL BID:** The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

CONTRACTOR:

DISTRICT:

GALASSO'S BAKERY

Val Verde Unified School District

By

MARK BAILEY

By

Title

CHIEF FINANCIAL OFFICER

Title

Date:

05/06/2016

Date:

Governing Board Date

(Corporate Seal)

BIDDER CRITERIA FORM

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

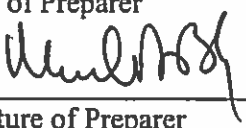
- In business for minimum of 5 years
- Must maintain a warehouse/distribution center within a 100-mile radius of the delivery points of the District
- Have three current school district references

Please provide three current school district references:

A. School District: JURUPA VALLEY USD
 Address: 4740 PEDLEY RD., JURUPA VALLEY CA 92509
 Contact Person: MIKE BYNUM
 Telephone Number: 951-360-2766
 Number of Deliveries per year: 1,500 +

B. School District: ONTARIO - MONTCLAIR SD
 Address: 950 W. D ST., ONTARIO CA 91762
 Contact Person: SARA MARAGNI
 Telephone Number: 909-930-6360
 Number of Deliveries per year: 1,900 +

C. School District: LONG BEACH USD
 Address: 3333 AIRPORT WAY, LONG BEACH CA 90806
 Contact Person: DARLENE MARTIN
 Telephone Number: 562-427-7923
 Number of Deliveries per year: 2,400 +

MARK BAILEY
 Name of Preparer

 Signature of Preparer

CHIEF FINANCIAL OFFICER
 Title
05/06/2016
 Date

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

VENDOR QUESTIONNAIRE

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

1. How do you plan to work with the District to set up a delivery schedule?

As the incumbent supplier, we currently have a delivery schedule set up.

2. How many deliveries per week will you provide?

We can provide 2 deliveries per week. More if it's really warranted.

3. How many delivery trucks do you have? How many lift gates?

We have 65 delivery trucks, and one with a lift gate.

4. What is your procedure for notifying customers of shortages and /or substitutions?

We provide awareness of temporary shortages to each location, and the Nutrition and Food Service Office, via email, phone and in person.

5. What is your procedure for notifying customers of a product recall?

We will always let the district office know first, then wait on their direction and communications. we have not had any recalls for many years.

VENDOR QUESTIONNAIRE
Page 2

6. What procedures do have in place to fill emergency orders?

We have an inventory of school products at our bakery, as well as our four distribution centers. We can always access additional product.

7. Has your firm backed out of distribution contract to a school district(s) mid-year within the last 18 months? If so, please explain.

No.

8. Has your firm been replaced at the will of the district(s) during the last 18 months for a lack of execution? If so, please explain.

No.

Val Verde Unified School District

**CERTIFICATIONS TO BE
SUBMITTED WITH
AGREEMENT**

EQUAL OPPORTUNITY EMPLOYMENT ACT OF 1975

The Val Verde Unified School District policy is in firm support of the provisions of the Equal Opportunity Act of 1975. We, therefore, must be assured by the successful contractor in this quotation that he is an equal opportunity employer according to the provision of the act. We, therefore, require the following certification by each successful bidder as a part of the contract documents:

CERTIFICATE

I/We hereby certify that the GALASSO'S BAKERY

_____ (Company)

is an equal opportunity employer as defined in the Equal Opportunity Act of 1975.

Upon request by the Superintendent or the Superintendent's Designee of the Val Verde Unified School District, we will show proof that our employment practices do meet in every respect the requirements of the Equal Opportunity Act of 1975.

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

CERTIFICATION REGARDING LOBBYING


INSTRUCTIONS: To be completed and submitted ANNUALLY by 1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and 2) potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

**Applicable to Grants, Sub grants, 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 sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients 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: (Vendor) | | |
| GALASSO'S BAKERY | | |
| Printed Name and Title: MARK BAILEY, C.F.O. | Signature:  | Date: 05/06/2016 |

| | |
|--------------------------------|-------------------|
| Name of School Food Authority: | Agreement Number: |
|--------------------------------|-------------------|

California Department of Education
 Child Nutrition and Food Distribution Division
 Approved by OMB 0348-046

School Nutrition Programs Unit
 April 1998

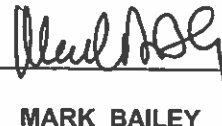
DISCLOSURE OF LOBBYING ACTIVITIES

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

| | | |
|---|--|---|
| 1. Type of Federal Action: <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance | 2. Status of Federal Action: <input type="checkbox"/> Bid/offer/application <input type="checkbox"/> Initial award <input type="checkbox"/> Post-award | Report Type: <input type="checkbox"/> Initial filing <input type="checkbox"/> Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____ |
| 3. Name and Address of Reporting Entity: Prime _____ Sub awardee _____ Tier _____, if known _____ Congressional District, if known: _____ | | 5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime: Congressional District, if known: _____ |
| 6. Federal Department/Agency: _____ | | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ |
| 8. Federal Action Number, if known: _____ | | 9. Award Amount, if known: \$ _____ |
| 10. a Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____ | | 10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ |
| (attach Continuation Sheet(s) if necessary) | | |
| 11. Amount of Payment (check all that apply): \$ _____ actual planned | | 12. Type of Payment (check all that apply): <input type="checkbox"/> Retainer <input type="checkbox"/> One-time fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other, specify: _____ |
| 13. Form of Payment (check all that apply): <input type="checkbox"/> Cash <input type="checkbox"/> In-kind; specify: _____ <input type="checkbox"/> Nature _____ <input type="checkbox"/> Value _____ | | |
| 14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary) | | |
| 15. Continuation Sheet(s) SF-LLL-A attached: Yes No | | |

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

Signature: _____


Print Name: MARK BAILEYTitle: CHIEF FINANCIAL OFFICERTelephone No: (951) 360-1211Date: 05/06/2016**Federal Use Only:****Authorized for local reproduction
Standard Form - LLL**

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Sub awardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for 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

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.)

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.
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):

GALASSO'S BAKERY 10820 SAN SEVAINE WAY, MIRA LOMA CA 91752
Company Name Address

MARK BAILEY C.F.O.  05/06/2016
Printed Name Title Signature Date

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the 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.



**CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE**

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

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

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

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

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

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

DATE: 05/06/2016

GALASSO'S BAKERY

CONTRACTOR

By: 

Signature MARK BAILEY

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

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

DATE: 05/06/2016

GALASSO'S BAKERY
CONTRACTOR

By: 
Signature **MARK BAILEY**

**Contractor's Certificate Regarding
Worker's Compensation**

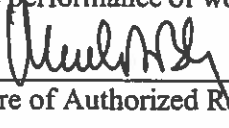
(To be Executed by Vendor and Submitted with Bid)

Labor Code section 3700 in relevant part provides:

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

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

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



Signature of Authorized Representative

MARK BAILEY

Type Name of Above

CHIEF FINANCIAL OFFICER

Title of Authorized Representative

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

Environmental Health Official Inspection Report

Include the most recent Environmental Health Official Inspection Report as per item #29 in the Instruction to Bidders.

Include Nutritional Specifications for all products bid

BID FORM PRODUCT PRICE SHEET VAL VERDE UNIFIED SCHOOL DISTRICT FOOD SERVICES

FRESH BREAD PRODUCTS

BID NO. FS 16/17-01

| ITEM NO. | ESTIMATED MONTHLY USAGE | PRODUCT DESCRIPTION | PACK SIZE REQUESTED | VENDOR PACK SIZE | ALTERNATE PRODUCT DESCRIPTION / MISC. NOTES | MINIMUM EQUIVALENT GRAINS | PRICE |
|----------|-------------------------|--|---------------------|------------------|---|---------------------------|-------|
| 1 | unknown | Bagels, White WG 3 oz Fresh - Assorted Flavors | 6 pk | 6 PK | | 2 | 2.50 |
| 2 | unknown | Breadstick, White WG Soft 6" - 8" | Dozen | 12 PK | | 2 | 1.72 |
| 3 | 12 | Breadstick, WG Soft 6" - 8" | Dozen | 12 PK | | 2 | 1.72 |
| 4 | 500 | English Muffins, WG Sliced | 6 pk | 6 PK | | 2 | 1.65 |
| 5 | 500 | English Muffins, White WG Sliced | 6 pk | 6 PK | | 2 | 1.65 |
| 6 | 250 | French Dip Rolls, White WG 6" - Hinged | Dozen | 12 PK | | 2 | 2.08 |
| 7 | 1000 | Hamburger Bun, 3.5" WG | Dozen | 12 PK | | 2 | 1.76 |
| 8 | unknown | Hamburger Bun, 3.5" White WG | Dozen | 12 PK | | 2 | 1.76 |
| 9 | 1780 | Hamburger Bun, 4" WG | Dozen | 12 PK | | 2 | 1.65 |
| 10 | unknown | Hamburger Bun, 4" White WG | Dozen | 12 PK | | 2 | 1.71 |
| 11 | unknown | Hot Dog Bun, 6" WG | Dozen | 12 PK | | 2 | 1.59 |
| 12 | 40 | Hot Dog Bun, 6" White WG | Dozen | 12 PK | | 2 | 1.61 |
| 13 | unknown | Pita Bread, White Whole Wheat or WG 16 oz | Dozen | 6 PK | | 1.5 | 2.00 |
| 14 | unknown | Sandwich Bread, WG Pullman 24 oz loaf 1/2" slice | Loaf | LOAF | | 1 | 1.76 |
| 15 | unknown | Sandwich Bread, White WG Pullman 24 oz loaf 1/2" slice | Loaf | LOAF | | 1 | 1.79 |
| 16 | unknown | Sandwich Bread, WG Round Top 32 oz loaf 5/8" slice | Loaf | LOAF | | 1.5 | 2.25 |
| 17 | unknown | Sourdough Bread, 2# Sliced (WG preferred if available) | Loaf | LOAF | | 1 | 1.84 |
| 18 | 200 | Tea Biscuits (dinner roll) White WG | Dozen | 12 PK | | 1 | 1.69 |
| 19 | unknown | Tea Biscuits (dinner roll) WG 2 oz | Dozen | 12 PK | | 2 | 1.69 |

*All bread products must be 51% (WG) Whole Grain rich

"WG" indicates product must be a minimum of 51% whole grain rich

Grassie
5/12/16
1:02 PM