Palos Verdes Peninsula Unified School District
Request for Proposal No. BR19.20-24.25
Distribution of Fresh Bread Products

Palos Verdes Peninsula
Unified School District

Palos Verdes Peninsula Unified School District
375 Via Almar
Palos Verdes Estates, CA 90274
www.pvpusd.net

For

The South Bay Purchasing Cooperative

Culver City USD, Lawndale Elementary School District, Lennox School District,
Manhattan Beach USD, Santa Monica - Malibu USD,
Palos Verdes Peninsula USD, Redondo Beach USD, and Torrance USD
Food & Nutrition Services Departments

Issue Date	**May 2, 2019**	
Proposal Submission Deadline	**May 22, 2019**	**9:00 am**
Public Bid Opening	**May 22, 2019**	**10:30 am**
Expected Board Approval	**June 12, 2019**	

Palos Verdes Peninsula Unified School District
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The Daily Breeze 21250 Hawthorne Blvd, Suite 170 Torrance, CA 90503	This Legal Notice is to be published on the following dates: First Publication: May 2, 2019 Second Publication: May 9, 2019

NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that, on behalf of eight member districts in the South Bay Purchasing Cooperative, the Board of Education for the Palos Verdes Peninsula Unified School District at 375 Via Almar, Palos Verdes Estates, CA 90274, will receive Request for Proposal Number BR19.20-24.25 for the procurement of the following:

Distribution of Fresh Bread Products

Sealed bids must be delivered no later than **9:00am on Wednesday, May 22, 2019** to:

Palos Verdes Peninsula Unified School District
Purchasing Department
Attn: Christina Lin, Director of Food Services
38 Crest Road West
Rolling Hills, CA 90274

Companies interested in proposing should request appropriate documents from Christina Lin, Director of Food Services at the address listed above, email at linc@pvpusd.net, or posted online to view or download at www.pvpusd.net on the Purchasing & Warehouse page under Departments: Business Services. For assistance accessing documents contact Christina Lin, Director of Food Services at 310-732-0900 x780 or email linc@pvpusd.net. The Palos Verdes Peninsula Unified School District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service. All proposals are due at the district Purchasing Department (address above) by the posted or advertised closing date and time. It is the vendor's responsibility to ensure that their proposal is delivered to the location listed.

All bidders will be responsible for obtaining any addendums or revisions to the project. Questions or comments regarding this RFP must be put in writing and received by the Palos Verdes Peninsula Unified School District no later than 9:00am on Wednesday, May 22, 2019. Questions are to be e-mailed to linc@pvpusd.net. The Palos Verdes Peninsula Unified School District shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than as instructed above.
Any addendum(s) will be published at www.pvpusd.net on the Purchasing & Warehouse page under Departments: Business Services.

Proposals will be opened in public on 10:30am on Wednesday, May 22, 2019, at Lennox School District – Child Nutrition Services Department at 10319 Firmona Avenue, Lennox, CA 90304.

The District's Board of Education reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

On behalf of the South Bay Purchasing Cooperative:
Christina Lin, MS, RD
Director, Food Services
Palos Verdes Peninsula Unified School District

Palos Verdes Peninsula Unified School District
Request for Proposal No. BR19.20-24.25
Distribution of Fresh Bread Products

Proposal Submission Deadline	**May 22, 2019**	**9:00 am**
Public Bid Opening	**May 22, 2019**	**10:30 am**

Request for Proposal Signature Page

This Request for Proposal (RFP) is for the purchase and distribution of bread products for the eight member districts of the South Bay Purchasing Cooperative.

Please bid your lowest prices for the services on the attached Proposal Worksheet. Before bidding, please read the **Introduction, Instructions and Conditions, and Sample Provisioning Contract** and other documents to thoroughly understand the project.

Submit all bids in a sealed envelope showing the Company Name, Bid Number, and Due Date and Time on the outside. You are encouraged to follow the Bidder Checklist to assist with ensuring a complete bid package.

Sealed bids must be delivered no later than **9:00am on Wednesday, May 22, 2019** to: Palos Verdes Peninsula Unified School District, Purchasing Department, Attn: Christina Lin – Director, Food Services, 38 Crest Road West, Rolling Hills, CA 90274. Bids must reach the address listed above by the time and date listed above.

Companies interested in proposing should request appropriate documents from Christina Lin, Director of Food Services at the address listed above, email at linc@pvpusd.net, or posted online to view or download at www.pvpusd.net on the Purchasing & Warehouse page under Departments: Business Services. For assistance accessing documents contact Christina Lin, Director of Food Services at 310-732-0900 x780 or email linc@pvpusd.net. The Palos Verdes Peninsula Unified School District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service. All proposals are due at the district Purchasing Department (address above) by the posted or advertised closing date and time. It is the vendor's responsibility to ensure that their proposal is delivered to the location listed.

All bidders will be responsible for obtaining any addendums or revisions to the project. Questions or comments regarding this RFP must be put in writing and received by the Palos Verdes Peninsula Unified School District no later than 9:00am on Wednesday, May 22, 2019. Questions are to be e-mailed to linc@pvpusd.net. The Palos Verdes Peninsula Unified School District shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than as instructed above.

Any addendum(s) will be published at www.pvpusd.net on the Purchasing & Warehouse page under Departments: Business Services.

Proposals will be opened in public on 10:30am on Wednesday, May 22, 2019, at Lennox School District – Child Nutrition Services Department at 10319 Firmona Avenue, Lennox, CA 90304.

The District's Board of Education reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

If further clarification is needed, call Christina Lin – Director, Food Services at 310-732-0900 x780 or via email at linc@pvpusd.net.

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor.	
Company Name	Galasso's Bakery
Signature of Company Official	
Name of Signer	Mark Bailey
Title of Signer	Chief Financial Officer
Email Address	mbailey@galassos.com
Complete Mailing Address	10820 San Sevaine Way
City, State, Zip	Mira Loma, California 91752
Phone Number	(951) 360-1211
Date	May 21, 2019

Palos Verdes Peninsula Unified School District
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Bidder Checklist

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

All of the listed items must be fully completed and returned to constitute a complete bid package. It is not necessary to return the checklist with the Proposal.

Check ✓	Page(s)	
✓		Request for Proposal Signature Page *Return completed hard copy with original signature.*
✓		Questionnaire *Return completed hard copy with original signature.*
✓		References *Return completed hard copy.*
✓		Non-Collusion Declaration *Return completed hard copy with original signature.*
✓		Suspension and Debarment Certification *Return completed hard copy with original signature.*
✓		Certification Regarding Lobbying *Return completed hard copy with original signature.*
✓		Disclosure of Lobbying Activities *Return completed hard copy with original signature.*
✓		Iran Contracting Act Certification *Return completed hard copy with original signature.*
✓	Separate Excel document	Proposal Worksheet *Return completed Excel spreadsheet in Excel format on data storage device.*
✓		Addendum *Return any addendum released, following instructions on each document.*
✓		Data Storage Device *Return completed Proposal Worksheet in Excel format on data storage device;* data storage device will not be returned to bidder.

Palos Verdes Peninsula Unified School District
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Introduction

The Palos Verdes Peninsula Unified School District, on behalf of the eight member districts of the South Bay Purchasing Cooperative (SBPC) will consider Proposals from responsive and responsible vendors interested in providing bread products for the period of July 1, 2019 through June 30, 2020, with the option to renew for up to four (4) additional years, in one (1) year increments in accordance with Education Code Section 81644.

INSTRUCTIONS AND CONDITIONS

1. PREPARATION OF PROPOSALS: All pages of the Proposal must be completed and submitted in ink or typewritten. Unit price for all line items must be shown where required on the *Proposal Worksheet (yellow highlighted columns).* Prices should be stated in units specified herein. All forms must be thoroughly completed and signed by the prospective vendor. A Bidder Checklist is included (page 7) to assist bidders in returning a complete bid package. Attachment A: Proposal Worksheet must be returned in Excel format on a data storage device with Proposal documents.

2. BID SIGNATURES: All proposals must show the company name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled. All signatures must be in original ink.

3. ERRORS AND CORRECTIONS: No erasures are permitted. Mistakes may be crossed out and corrections made adjacent and initialed in ink by person signing the bid. Verify your bids before submission as they cannot be corrected after being opened or withdrawn until after the specified time period has elapsed.

4. MODIFICATIONS: Changes or additions to the bid forms, alternate bids, or any other modifications of the bid forms is not allowed.

5. REFERENCES: Three (3) customers for whom similar services were provided within the past three (3) years must be provided.

6. FAILURE TO BID: If you do not wish to bid on any item, please mark "no bid" on RFP Signature Page, sign and return the bid, otherwise your name may be removed from the bidder's mailing list.

7. ACCEPTANCE OF PROPOSALS: The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within ninety (90) days after opening of same unless otherwise stipulated.

Unsolicited items, services, or incentives offered as part of the bid response will not be evaluated or considered in the award process.

8. WARRANTY of QUALITY: The vendor, manufacturer, or his assigned agent shall guarantee the food products against all defects.

(a) Cases and packaging shall be constructed to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement at no cost to the District.

(b) All product delivered shall be delivered in fresh form, with adequate shelf life, no less than two (2) weeks from the expiration date.

(c) The District reserves the right to discontinue service of any or all 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.

9. DELIVERY REQUIREMENTS: Deliveries shall be required at the following locations, times, and frequencies. Upon award of bid, Provisioner shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. Minimum quantities required in order for the District to place orders for needed items must be clearly indicated on the proposal forms.

Culver City Unified School District
Contact: Julie Garcia, 310-842-4200, ext. 3304

Central Kitchen Site	Address	Delivery Time	Delivery Days
Culver City High School	4401 Elenda Street	6:00 am to 7:30 am	Monday & Thursday

Lawndale Elementary School District
Contact: Annie Ryu, 310-973-1300, ext. 50049

School Site	Address	Delivery Time	Delivery Day
Will Rogers Middle School	4110 W. 154- St. (Shares kitchen w/Anderson)	7:00 am - 10:30 am	Monday
William Anderson Elementary School	4130 W. 154th St. (Shares kitchen w/Will Rogers)	7:00 am - 10:30 am	Monday
Jane Addams Middle School	4535 W. 153rd St.	7:00 am - 10:30 am	Monday
Lucille Smith Elementary School	4521 W. 147th St.	7:00 am - 10:30 am	Monday
F.D. Roosevelt Elementary School	3533 Marine Ave.	7:00 am - 10:30 am	Monday
William Green Elementary School	4520 W. 168th St.	7:00 am - 10:30 am	Monday

Mark Twain Elementary School	3728 W. 154th St.	7:00 am - 10:30 am	Monday
Billy Mitchell Elementary School	14429 Condon Ave.	7:00 am - 10:30 am	Monday
Kit Carson School	3530 W 147th St	7:00 am - 10:30 am	Monday

Lennox School District **Contact: Polly Houston, 310-695-4000**			
School Sites	Address	Delivery Time	Delivery Days
Buford	4919 W. 109th Street	6:00 am - 8:30 am	Monday
Jefferson	10322 Condon Ave.	6:00 am - 8:30 am	Monday Monday
Moffett	11050 Larch Ave.	6:00 am - 8:30 am	Monday
Felton	10417 Felton Ave.	6:00 am - 8:30 am	Monday
Huerta	4125 W. 105 Street	6:00 am - 8:30 am	Monday
Lennox Middle School	11033 Buford Ave.	6:00 am - 8:30 am	Monday
Lennox Academy	11036 Hawthorne Ave.	6:00 am - 8:30 am	Monday

Manhattan Beach Unified School District **Contact: Lena Agee, 310-318-7345, ext. 5031**			
School Sites	Address	Delivery Time	Delivery Days
Manhattan Beach Middle School	1501 N. Redondo Ave.	6:00 am - 8:00 am	Monday & Thursdays
Manhattan Beach Elementary Schools	Deliver to MB Middle School (address above)	6:00 am - 8:00 am	Monday & Thursdays
Mira Costa High School	701 Peck Ave.	6:00 am - 8:00 am	Monday & Thursdays
Manhattan Beach Pre-School	1431 15th Street	6:00 am - 8:00 am	Monday & Thursdays
Billing Address	Food & Nutrition Office 1401 Artesia Blvd Manhattan Beach, CA 90266		Attn: Lena Agee

Palos Verdes Peninsula Unified School District Contact: Christina Lin, 310-732-0900 x781			
Intermediate Sites	**Address**	**Delivery Time**	**Delivery Days**
Miraleste Intermediate	29323 Palos Verdes Dr. E RPV, 90275	5:00am – 8:00am	Monday
Palos Verdes Intermediate	2161 Via Olivera RPV, 90275	5:00am – 8:00am	Monday
Ridgecrest Intermediate	28915 Northbay Rd RPV, 90275	5:00am – 8:00am	Monday
High School Sites	**Address**	**Delivery Time**	**Delivery Days**
Palos Verdes High	600 Cloyden Rd PVE 90274	5:00am – 8:00am	Monday
Peninsula High	27118 Silver Spur Rd RHE, 90274	5:00am – 8:00am	Monday
Central Kitchen	**Address**	**Delivery Time**	**Delivery Days**
Central Kitchen	29323 Palos Verdes Dr. E RPV, 90275	5:00am – 8:00am	Monday

Redondo Beach Unified School District Contact: Jillian Navarro, 310-937-1255			
School Sites	**Address**	**Delivery Time**	**Delivery Days**
Adams Middle School	2600 Ripley Ave, 90278	Monday before 8:00am	Sunday Night or Monday
Redondo Union High School	1 Sea Hawk Way, 90277	Monday before 8:00am AND Wednesday before 8:00am	Sunday Night or Monday AND Tuesday Night or Wednesday

Santa Monica-Malibu Unified School District Contact: Richard Marchini, 310-450-8338			
School Sites	**Address**	**Delivery Time**	**Delivery Days**
Santa Monica High School (SAMOHI)	601 Pico Blvd, Santa Monica	6:00 am – 8:00 am	Monday
Malibu High School	30215 Morningview, Malibu 90265	6:00 am – 12 noon	Monday
Adams Middle School	2425 16. Street, Santa Monica	6:00 am – 8:00 am	Monday

Lincoln Middle School	1501 California, Santa Monica	6:00 am – 8:00 am	Monday
Warehouse Site	**Address**	**Delivery Time**	**Delivery Days**
District Warehouse	1651 16. Street, Santa Monica	6:00 am – 8:00 am	Monday

Torrance Unified School District **Contact: Kathleen Cole, 310-972-6350**			
School Sites	**Address**	**Delivery Time**	**Delivery Days**
Calle Mayor Middle	4800 Calle Mayor 90505	Monday before 8am	Sunday Night or Monday
Casimir Middle	17220 Casimir Ave. 90504	Monday before 8am	Sunday Night or Monday
J. H. Hull Middle	2080 W. 231 St. 90501	Monday before 8am	Sunday Night or Monday
Jefferson Middle	21717 Talisman St. 90503	Monday before 8am	Sunday Night or Monday
Lynn Middle	5038 Halison St. 90503	Monday before 8am	Sunday Night or Monday
Madrona Middle	21364 Madrona Ave. 90503	Monday before 8am	Sunday Night or Monday
Magruder Middle	4100 W. 185th St. 90504	Monday before 8am	Sunday Night or Monday
Richardson Middle	23751 Nancy Lee Lane 90505	Monday before 8am	Sunday Night or Monday
West High	20401 Victor St. 90503	Monday before 8am	Sunday Night or Monday
South High	4801 Pacific Coast Highway 90505	Monday before 8am	Sunday Night or Monday
Torrance High	2200 Carson St. 90501	Monday before 8am	Sunday Night or Monday
North High	3620 W. 182nd St. 90504	Monday before 8am AND Thursday before 8am	Sunday Night or Monday AND Wednesday Night or Thursday

Once a mutually agreed upon delivery schedule is established between the Distributor and the member district(s), timely delivery of all orders is expected. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. A "late delivery" is defined as a delivery outside of the agreed upon delivery window with each District, whether it is early, or before the delivery window or late, or after the delivery

window. Early deliveries may disrupt local city ordinances. Also, delivery to that site will be rescheduled, to ensure no disruption to service.

If, at any time, a delivery cannot be made within one (1) hour of scheduled time, the Vendor/Driver must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Vendor's expense. Frequent occurrences may result in cancellation of the Contract.

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

- Original: signed by person receiving product (if present) and person delivering product; retained by Contractor
- Duplicate: shall be left at each location for District

10. CONTACT INFORMATION: Please utilize the following contact information for the purpose of administration of this Proposal and resulting Contract.

School District Name	Palos Verdes Peninsula Unified School District
Complete Mailing Address	375 Via Almar, Palos Verdes Estates, CA 90274
Nutrition Services Director Name	Christina Lin
Email	linc@pvpusd.net
Phone	310-732-0900 x780
Purchasing Agent Name	Brenna Terrones
Email	terronesb@pvpusd.net
Phone	310-750-2051
Accounts Payable Name	Linda Schmidt
Complete Mailing Address	375 Via Almar, Palos Verdes Estates, CA 90274
Email	schmidtl@pvpusd.net
Phone	310-896-3994

11. PRICING: Quote a per pack delivered cost for all items listed on the Proposal Worksheet. Provide prices for the items only as specified on the Proposal Worksheet. Equal products may be offered that meet the same specifications as those listed. Notate any equal products accordingly on the Proposal Worksheet. **Vendor must include specification sheet for all equal products and provide a sample at the bid opening.**

Additional Items: Additional items may be added to this Proposal by the South Bay Purchasing Cooperative, not to exceed 10% of the value of the award. The District shall contact the successful vendor for pricing on additional items to be added to the Proposal award at any time during the bid period. Pricing on additional items must be provided within three (3) business days.

12. AWARD OF PROPOSAL: The award of this bid will be made to a single responsive and responsible bidder who meets the terms and conditions of the bid. Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by a review committee. "Minimum qualifications" shall mean: complete proposals meeting all RFP instructions and conditions, received by the due date and time.

Following the receipt of Proposals, bidders shall be ranked based on the following criteria:

Evaluation Criteria	Maximum Points
Experience, Competence, Responsive *Questions 1-4, 6-10 & 13*	**20**
Responsibility and Business Sustainability *Questions 5 & 12*	**10**
Food Safety - HACCP Plan and Plant Security *Questions 11 & 14*	**10**
Customer References	**10**
Price	**50**
Total Points Possible	**100**

Each Proposal will be evaluated based on criteria and priorities defined by the District, with specific attention to those features, functional and technical aspects noted for each section. The District's evaluation panel will award the contract based on the prospective vendor submission that best meets the needs of the District with regard to the RFP specifications contained herein. Presentations/Interviews (if needed) may be requested by the evaluation panel. Vendors are advised that award may be made without interviews or further discussion.

If presentations/interviews are needed, bidders will receive notification to interview with evaluation panel.

A bidder must be able to deliver requested samples and equal product samples with bid documents in order to be declared responsive to this bid. The District reserves the right to make no award at all, reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

Unsolicited services or incentives offered as part of the Proposal response will NOT be evaluated or considered in the award process.

13. PROPOSAL WITHDRAWAL: Bid proposals may be withdrawn by the bidder prior to the time fixed for opening of the bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the consent of the District or bidders recourse to California Public Contract Code Sections 5100 et. seq.

14. PAYMENT: Prompt payment may be requested after actual delivery of goods to the required destination as outlined in the conditions. In addition, successful bidder(s) are expected to pay manufacturers for goods in a timely fashion.

15. FOB: All pricing shall be quoted **FOB District location(s) as specified in this document or attachment thereof.** All freight charges must be included in the bid price.

16. NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS: The District does not guarantee orders in these amounts nor shall orders be limited to these specific figures. This is an indefinite-quantity bid, however the quantities listed are a good faith estimate. Bidders shall not specify minimum or maximum quantities or charges for order types, unless specifically allowed on the bid form. Unlimited orders within the term of the contract shall be allowed to the District at prices

quoted. The estimated quantities listed on Attachment A: Proposal Worksheet are for the purposes of forecasting and not to be considered a promise to purchase.

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

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

18. FAILURE TO FULFILL CONTRACT: When vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board or Education, if requested. Failure to fulfill contract may result in bidder disqualification in subsequent year(s) due to non-responsible practices.

19. SOLICITATION PROTEST PROCEDURES: A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

20. CONTRACT: The Provisioning Contract provided as provided in Exhibit A (pages 27-31) shall be completed with the respective successful bidder, following the award of the Proposal.

21. TERM OF CONTRACT: Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year beginning on July 1, 2019 through June 30, 2020. Pursuant to California Education Code, Sections 17596 and 81644, this bid may be extended (by mutual consent expressed in writing) for up to four (4) additional one (1) year increments (total potential bid life of five (5) years from Board of Education award).

22. NON-COLLUSION DECLARATION: Each bidder submitting a proposal shall execute and deliver a non-collusion declaration in the form attached hereto. Failure to submit such non-collusion affidavit shall be grounds to reject a proposal as non-responsive.

23. "BUY AMERICAN" PROVISION: Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring School Food Authorities to purchase domestically grown and processed foods, to the maximum extent practicable. Pursuant to 7 CFR Part 210.21(d), the term "domestic commodity or product" means:

(a) An agricultural commodity that is produced in the United States; and

(b) A food product that is processed in the United States substantially (51% or more) using agricultural commodities that are produced in the United States.

It is therefore required that bidders responding to this Request for Proposals indicate whether products offered on this proposal meet the definition of "domestic commodity or product" as stated immediately above. Indication shall be made on the Proposal Worksheet (Excel Spreadsheet) as part of the response to this proposal:

The successful bidder shall provide documented proof of compliance with this provision at the request of the District.

24. ADDITIONAL REQUIREMENTS: The Distributor must offer an active website to allow online ordering and reporting. District(s) must have online access to sales reports and other reports as needed.

25. B2B TRANSACTION REQUIREMENTS: The District(s) Food and Nutrition Department utilizes electronic inventory management systems to improve controls, efficiency and saving costs. A critical component of this system is the implementation of technologies to support business-to-business (B2B) transactions between the District(s) Food and Nutrition Department and its trading partners for food distribution logistics and supply chain.

The District's Food and Nutrition Department's major suppliers are encouraged to have the ability to support B2B transactions consistent with the specifications given below. This current ability may be taken into consideration in the determination of award for this proposal. Proposers must be able to go-live with the District's B2B system within 90-days of the award of a contract.

• Ability to receive and process electronic purchase orders: The District sends electronic purchase orders via secure RESTful Web Services.

• Ability to receive JSON transaction payload based on http/https protocol and send back an acknowledgement response indicating acceptance or rejection of an order and why.

Currently, Torrance Unified School District and Palos Verdes Peninsula Unified School District use this service. Additional Districts in the South Bay Purchasing Cooperative can invoke this clause at any time during the span of this contract.

More information on this requirement can be obtained by contacting Christina Lin, Director of Food Services, Palos Verdes Peninsula Unified School District at linc@pvpusd.net.

26. LABELING & NUTRITIONAL INFORMATION: All ingredients must be declared on the product label and confirm 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 the eight most common allergens: milk, eggs, fish, shellfish, tree nuts, peanuts, wheat, or soybeans plus sesame seeds.** A sample formulation statement can be found in Attachment B: Sample Nutrition & Formulation Specification.

The successful bidder shall be required to provide a complete nutrient analysis of all products. The nutrient information may be obtained from an independent laboratory. Product specification sheets will be submitted for all line items with bid submission. The following information will be required from the manufacturer: weight (g), calories (kcal), protein (g), carbohydrate (g), fat (g), saturated fat (g), trans fat (g), cholesterol (mg), dietary fiber (g), sugar (g), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg).

All products shall not contain any artificial trans fats.

Contractor shall notify the District whenever there is a product or 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 District.

27. PRODUCT SUBSTITUTIONS AND DISCONTINUED ITEMS: Any and all products delivered during the term of this contract shall be only the exact manufacturer's products and code numbers as requested, unless prior approval has approved delivery of alternate products. Vendor must notify member districts in writing more than 24 hours before delivery of all substitutions. The District will not allow substitutions without prior approval. When substitutions do occur, Distributor shall provide specification statements of the replacement product.

If the desired product is no longer available, the vendor must immediately notify member districts in writing about all discontinued items and provide an equal product replacement, if available.

Federal Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) (PDF) found online at the Filing a Discrimination Complaint as a USDA Customer Web page External link opens in new window or tab. and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
fax: 202-690-7442; or
email: program.intake@usda.gov.

USDA is an equal opportunity provider.

SOUTH BAY PURCHASING COOPERATIVE

Code of Conduct for Food Service Programs

Effective December 1, 2018

Pursuant to 2 CFR 200.318 (c) (1), member districts will be required to conduct procurement in accordance with the South Bay Purchasing Cooperative's Code of Conduct. This Code of Conduct applies to all member districts who are engaged in the awarding and administration of contracts supported by USDA Food and Nutrition Program Funds. The written standards of conduct will comply with the federal and state regulations. The standards include:

Conflict of Interest

No employee, officer or agent of the South Bay Purchasing Cooperative shall attempt to influence the award or administration of a contract supported by program funds, if there is a conflict of interest, real or apparent. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award or in any tangible personal benefit offered by the firm:

a. The employee, officer, or agent;
b. His or her partner;
c. Any member of his or her immediate family; or
d. An organization which employs or is about to employ one of the above.

Any position involved in the selection, award, or administration of a contract must provide the district with a statement (e.g. California FPPC Statement of Economic Interest, Form 700) indicating any financial interest that may result in a conflict of interest. Individuals resigning from an identified position must file a statement within 30 days of resigning stating that they did not participate in, or benefit by making any district decision.

Incentives

The South Bay Purchasing Cooperative member districts, officers, or agents shall neither solicit nor accept gratuities, favors, prizes, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Trivial benefits not to exceed a value of fifty dollars ($50.00) incidental to personal, professional or business contracts and involving no substantial risk of undermining official impartiality may be permitted providing:

a. There is no expectation to receive business based on the acceptance of a gift under the value of fifty dollars ($50.00).
b. Gifts are to be documented and reported on the individual member district gift form (or Form 700). These forms are to be kept for a minimum of the

current year plus three additional years.

c. No gift or prize over the documented value of over fifty dollars ($50.00) can be accepted.
d. If a gift or prize is received that is over the fifty dollar ($50.00) limit, the gift must be returned to the vendor/sender.

Confidentiality and Disciplinary Action

All member districts in the South bay Purchasing Cooperative involved in the procurement, bidding and contract award process must maintain the highest level of confidentiality. Providing confidential information to any person or entity that was not designated to be privy to that information is unethical and strictly prohibited.

All information with respect to bid opening, bid pricing, bid evaluations, and contract awards will be kept confidential and announced publicly only after approved by the School Board of the Lead District, on behalf of the South Bay Purchasing Cooperative.

Penalties for violations of the standards of Code of Conduct of the South Bay Purchasing Cooperative may include any or all of the following:

a. reprimand or other disciplinary action by South Bay Purchasing Cooperative and/or individual member district's School Board;
b. dismissal by South Bay Purchasing Cooperative; or
c. additional legal action necessary.

The member districts must maintain a written Code of Conduct for their individual district, in addition to this South Bay Purchasing Cooperative Code of Conduct. The member district shall also establish written Procurement Procedures and all procurement transactions shall be conducted in a manner that provides the maximum of free and open competition. These procedures must reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200.318. An institution should not knowingly do business with a company that is debarred or suspended.

In addition, all employees involved in the procurement process must be trained annually on the Code of Conduct. Proof of training must be maintained on file for the current year plus three years. Proof must include a signed statement that employees involved in the procurement process have read the Code of Conduct and understand the policy within it.

For questions regarding this policy, procurement and solicitation, contract evaluations and awards, contact the South Bay Purchasing Cooperative Lead District.

Palos Verdes Peninsula Unified School District
Request for Proposal No. BR19.20-24.25
Distribution of Fresh Bread Products

QUESTIONNAIRE

Company Name:	**Galasso's Bakery**

No proposals shall receive consideration by Palos Verdes Peninsula Unified School District unless they include responses to each and every question below. Prospective bidders should respond in detail to each of the following questions. Additional pages may be used as needed for thorough, yet concise, responses.

1. Are you able to provide fresh baked bread that has not been previously frozen? (3 points)
   Check: Yes ✓ or No ____

2. Will you be able to meet the specified delivery days, hours, and deliveries per week? (3 points)
   Check: Yes ✓ or No ____
   If NO, attach proposed delivery schedule.
   We will meet with distrstrict FNS personnel to to determine a schedule that best meets the needs of the district(s) and our own distribution system. Our goal is to provide the districts with great service and create efficiencies to help keep controll our delivery costs.

3. What is your procedure for notifying customers of shortages and/or substitutions? (3 points)
   We provide awareness of temporary shortages to each location, and the Nutrition and Food Service Office, via email, phone and in person.

4. What is your procedure for notifying customers of a product recall? Who will bear costs incurred for costs associated to the recall or replacement product? (3 points)
   We provide awareness of recalls to each location, and the Nutrition and Food Service Office, via email, phone and in person. Products are picked up for credit and or replaced as needed. Galasso's Bakery has never experienced a product recall.

Company Name:	Galasso's Bakery

5. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last 2 years? If so, please explain. (2.5 points) **No**

Has your firm defaulted or been replaced at the will of a district during the school year within the last 2 years? If so, explain. (2.5 points) **No**

6. What is your company's average "fill rate" for fresh bread products to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution? (1.5 points)
Galasso's Bakery has a 99.8% fill rate. We calculate fill rates by reviewing customers orders vs actual delivered. To maximize our fill rates we produce all product ordered plus a small buffer.

What is the lead time you require for orders that ensures a 95% fill rate? (1.5 points)

5 Days

7. Do you have an online order system? Please provide website and list of functions and reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). (3 points)
Galasso's does offer a online ordering system that's accessable via our website. We prefer all orders to be emailed as this allows us to have visability and catch missing orders or errors. We have the ability to send out monthly statements via mail or email. Product usage reports can be requested as needed.

Company Name:	**Galasso's Bakery**

8. How will emergency deliveries (deliveries not on a scheduled date) be handled? (3 points)
   The CN Director or authorized district representative contacts our area supervisor or customer service department via email with the request. We will work to fill all emergency order requests.

9. How late can add-ons be added to next day delivery? Is there a limit on the number of packs that can be added on? (3 points)
   The CN Director or authorized district representative contacts our area supervisor or customer service department via email with the request. We will work to fill all emergency order requests. There is no limit on the QTY that can be added as long as it is available.

10. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? (3 points)
    Our delivery personnel unload the product and place it onto rolling bread racks. We will rotate products at the site when needed. Additionaly, we place the delivery where instructed by the site manager.

11. Briefly describe your food safety - HACCP plan and provisions for plant/delivery security. (5 points)

Galasso Bakery Food Safety System has been created on a HACCP-based program which is systematic, comprehensive, thorough, fully implemented and maintained. Codex Alimentarius and National Advisory Committee on Microbiological Criteria for Foods (NACMCF) HACCP principles have been used and reference is made to relevant legislation, codes of practice or guidelines. In order to ensure a comprehensive HACCP, food safety plan is established and maintained, it is managed by a designated multidisciplinary team with relevant skills and experience. The members in the HACCP team which have been determined to be appropriate to the size and structure of the company, as the team includes representatives of each department with responsibility for operation of the food safety and quality systems.

12. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability? (5 points)
    Galasso's Bakery has been in the food service business for over 50 years. Galasso's Bakery is familly owned and operated with no outside investors. We have been serving school district since the 1990s.

Company Name:	**Galasso's Bakery**

13. Will fresh bread products be delivered as a dedicated delivery, to exclude other offered products (ex: frozen, refrigerated, snacks, etc.)? (3 points)
    Check: Yes ✓ or No ____
    If NO, please explain.

14. Please describe your vehicle preventative maintenance program. How do you handle deliveries to sites without loading docks? (5 points)
    Galasso's Bakery has a national full service maintenance contract with Penke. The program covers all proactive scheduled preventive maintenance and reactive unscheduled breakdown maintenance on our entire fleet.

    Galasso's delivery vehicles do not require the use of loading docks. Our trucks are designed for ground level unloading.

15. Are fresh bread products manufactured/produced in a peanut and tree-nut-free facility? (0 points) **Yes**

16. Attachment A: Proposal Worksheet. On the Excel spreadsheet provided, indicate the delivered cost per pack for all items listed.

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor.	
Company Name	Galasso's Bakery
Signature of Company Official	
Name of Signer	Mark Bailey
Title of Signer	Chief Financial Officer
Date	May 21, 2019

REFERENCES

Please submit three (3) current school district references requiring weekly deliveries to multiple locations.

Reference #1

School District	Val Verde Unified School District
Contact Person & Title	Robert Quanstrom, Food Services Director
Telephone Number	(951) 940-6100 ext. 10859
Required Number of Deliveries per Week	23

Reference #2

School District	Hesperia Unified School District
Contact Person & Title	David Carochi, Director of Nutrition Services
Telephone Number	(760) 948-1051 x7921
Required Number of Deliveries per Week	14

Reference #3

School District	Anaheim Union High School District
Contact Person & Title	Orlando Griego, Director of Nutrition Services
Telephone Number	(714) 999-3560
Required Number of Deliveries per Week	25

EXHIBIT A

PROVISIONING CONTRACT

THIS PROVISIONING CONTRACT (this "**Contract**") is made and entered into as of this 21st day of May, 2019, by and between Galasso's Bakery ("**Provisioner**"), and the _____ (the "**District**").

RECITALS

A. The Palos Verdes Peninsula District, on behalf of eight member districts in the South Bay Purchasing Cooperative, (the "District") has solicited proposals for the distribution of fresh bread products via Request for Proposal Number BR19.20-24.25 (the "RFP"), whereby the District agrees to purchase specified products for the Districts' use from the successful bidder.

B. "Provisioner" is the successful bidder under such request for proposal, and the District and Provisioner hereby desire to set forth their agreement with respect to the sale to the District, and the purchase from Provisioner, of Products on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provisioner and the District hereby agree as follows:

1. **Provision of Products.** Provisioner shall provide to the District, from time to time as ordered by the District or their successor or assign (the "District Contact Person") in accordance with the procedure described in Section 2 below, Products as described in the **Request for Proposals** information attached hereto.

3. **Price.** The price shall be per pack or unit. The Provisioner shall provide pricing based on unit packaging, catalog, price list, or any other commonly recognized methodology that is standard in the specific industry. The per pack/unit delivery fee per this contract shall be as follows on the attached Proposal Worksheet.

The provisions of this contract shall in no way prohibit the District from making incidental purchases from another supplier for the same services listed herein.

4. **Term of Contract.** Minimum contract term is one (1) year starting July 1, 2019. Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of the District and vendor for an additional four (4) one year periods in accordance with

provisions contained in the California Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

5. **Insurance**. Provisioner shall carry and maintain during the entire term of this Contract the following insurance coverage:

(a) Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than $1,000,000 per occurrence and $2,000,000 aggregate. The policy(ies) so secured and maintained shall include, among other things, coverage for contractual or assumed liability, products liability, and owned, hired and non-owned automobiles insurance and shall be maintained with so self-insured retention;
Workers' Compensation Insurance in such amounts as may be required by law; and
Such other insurance as is customarily maintained by large-scale processors and distributors of food products of the type, quality and grade provided for under this Contract.

(b) Provisioner shall furnish to the District certificates of insurance, signed by an authorized representative of the insurance carrier no later than thirty (30) days after the District board's approval of the Contract or prior to the first delivery of food products hereunder, whichever occurs first, which certificates shall be endorsed as follows:

> "This policy shall not be suspended, cancelled, reduced in coverage or required limits of liability or amounts of insurance or non-renewed until notice has been mailed to the District. Date of suspension, cancellation, reduction or non-renewal may not be less than thirty (30) days after the date of mailing such notice. The insurance afforded by this policy is primary and any other insurance carried by the District with respect to the matters covered by such policy shall be excess and non-contributing."

(c) The certificates of insurance and insurance policies required under this Contract shall name the District indemnities named in the Request for Proposals as additional insured. Facsimile or reproduced signatures are not acceptable. If complete and proper insurance certificates as required hereunder are not delivered to the District within the time period provided in subsection (b) above, the District may declare the Contract unexecuted and void. The District reserves the right to require complete certified copies of the required insurance policies.

(d) The insurance companies providing the insurance required under this Contract shall be subject to the District's prior written approval, which shall not be unreasonably withheld.

(e) If Provisioner fails to purchase and maintain any insurance required under this Section 5, the District may, but shall not be obligated to, upon five (5) days' written

notice to Provisioner, purchase such insurance on behalf of Provisioner and shall be entitled to be reimbursed by Provisioner promptly thereafter or deduct the amount of such premiums from amounts otherwise due to Provisioner hereunder. Any amounts expended by the District hereunder shall bear interest from the date expended until repaid to the District at the rate of ten percent (10%) per annum.

6. **Indemnification.** Provisioner shall hold harmless, indemnify and defend (with counsel acceptable to the District) the District, their board, directors, employees, agents and consultants from and against any and all obligations, liabilities, claims, losses, damages, costs and expenses (including attorneys' fees and costs) arising from or in connection with (a) any defects in the food products, (b) Provisioner conduct or negligent, willful or improper procedures in connection with the discharge of its responsibilities and obligations hereunder (including, without limitation, the processing of food products) or any other negligent behavior or willful misconduct of Provisioner, or (c) any breach or default by Provisioner under this Contract. The terms and provisions of this Section 6 shall survive the expiration or earlier termination of this Contract.

7. **Default Remedies**. The delivery of defective products, or the breach of any other term or provision of this Contract by Provisioner, shall constitute a **"Default"** of Provisioner hereunder. Provisioner shall have seven (7) days after delivery of notice of any Default from the District to cure any such Default, other than a Default relating to the delivery of defective products. No cure period shall be provided Provisioner with respect to any Default relating to the delivery of defective products. If Provisioner fails to cure the Default within the aforementioned cure period (or the Default relates to the delivery of defective products for which no cure period applies), the District may, without prejudice to any other right or remedy of the District, elect to terminate this Contract by delivery of a written termination notice to Provisioner. Immediately upon the delivery of such termination notice, this Contract shall be terminated and all rights and obligations of the parties hereunder, except those that expressly survive the termination of this Contract, shall terminate and be of no further force or effect. In addition to the right to terminate the Contract pursuant in the preceding sentence, the District may pursue any other right or remedy that may be available to it at law or in equity, which may include an action for damages measured by all additional costs and expenses incurred by the District to procure food products from other sources for the remaining term of this Contract (including, without limitation, the difference between the price charged by such other sources for the food products and the price that would have been charged for the same or similar food products hereunder).

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

9. **Due Authorization.** This Contract is duly authorized, executed and delivered by Provisioner, is the legal, valid and binding obligation of Provisioner enforceable against Provisioner in accordance with its terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally), and does not and will not violate any provisions of any agreement to which Provisioner is a party or may become a party or to which is

it subject or may become subject. Each individual and entity executing this Contract hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Contract to the terms and provisions hereof.

10. Assignment. Provisioner shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Contract (or any part hereof) without the prior written consent of the District, which may be granted or withheld in the District's sole and absolute discretion.

11. Notices. All notices, requests, demands, consents, instructions or other communications hereunder shall be in writing (which shall include telex, telegram or telecopy) and shall be deemed to have been duly given or made upon transmittal thereof by telex, answer back received, if transmitted on a business day, otherwise on the first business day after transmittal, or on the date of confirmed dispatch if sent by telecopy on a business day, otherwise on the first business day thereafter, or upon the delivery thereof to the telegraph office if sent by telegraph on a business day, otherwise on the first business day thereafter, or three (3) business days after deposit in the mail if sent by certified mail, postage prepaid, return receipt requested, or on the next business day if sent by overnight personal delivery, in each case addressed to the party to which such notice is requested or permitted to be given or made hereunder, at the addresses and facsimile numbers set forth underneath such party's signature line to this Contract, or at such other address and/or facsimile number of which such party shall have notified in writing the party giving such notice. For purpose of this Contract, the term "business day" shall mean a day other that a Saturday, Sunday or any day on which the District is authorized or required by law to be closed.

12. Attorneys' Fees. In the event of any dispute between the District and Provisioner pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section 12 shall survive the expiration or earlier termination of this Contract.

13. Waiver. No action or failure to act by the District or any District representative shall constitute a waiver of a right or duty afforded them under this Contract, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach there under, except as may be specifically agreed in writing.

14. Entire Agreement: Amendments. This Contract and all documents comprising the RFP constitute the entire and integrated agreement between the parties hereto with respect to the matters set forth therein and supersede all prior negotiations, representations or agreements, either written or oral. The documents comprising the RFP are hereby incorporated into this

Contract and made a part hereof. The Contract may be amended or modified only by a writing executed by both parties hereto.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year first above written.

DISTRICT:

Palos Verdes Peninsula Unified School District

By: _____
Its (Title): _____

Address:

375 Via Almar
Palos Verdes Estates, CA 90274

Phone No.: 310-378-9966
FAX No.: 310-521-5978

PROVISIONER:

(Insert Provisioner Name)
Galasso's Bakery

By: Mark Bailey
Its (Title): Chief Financial Officer

Address:
10820 San Sevaine Way,
Mira Loma, California 91752

Phone No.: (951) 360-1211
FAX No.: (951) 360-0427

Authorized Officers
Or Agents
(CORPORATE SEAL if required)

Attachment A:
Proposal
Worksheet

This document is a separate Excel worksheet posted online to view or download at www.pvpusd.net on the Purchasing & Warehouse page under Departments: Business Services or by contacting Christina Lin, Director of Food Services at linc@pvpusd.net

Return completed document in Excel format on data storage device; data storage device will not be returned.

Attachment B:
Sample Nutrition & Formulation Specification

Product Name

General Specifications

Pack: 120/1.31 oz
Kosher: No
Shelf Life: 2 hours at ambient. 365 days frozen.
Status: Available

SCHOOL SPECIFICATIONS

USDA Smart Snack: Yes
Nutritional Ratio: 27-0-2
OZ Grain Equivalents: 1.0
Whole Grain: 9.24g, 53%
Enriched Flour: 8.25g
Combined Flour 17.49g

Nutrition Facts

Serving Size 1.31 oz (37g), 1 Slice

Amount Per Serving	% Daily Value
Calories 100	
Calories from Fat 25	
Total Fat 3g	5%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 130mg	6%
Potassium 130mg	4%
Total Carbohydrate 15g	5%
Dietary Fiber 2g	8%
Sugars <1g	
Protein 3g	6%
Vitamin A	6%
Vitamin C	0%
Calcium	0%
Iron	4%

Percent Daily Values are based on a 2,000 calorie diet. Your Daily Values may be higher or lower depending on your calorie needs.

INGREDIENTS

Bread: Whole Grain Flour (White Wheat, Whole Oats, Rye Meal), Enriched Flour (Bleached Wheat Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Water, Wheat Gluten, Contains 2% Or Less Of: Soybean Oil, Golden Flaxseed Meal, Yeast, Sugar, Soy Flour, Salt, Potassium Chloride, Malted Barley Flour, Enzymes, Dextrose, Ascorbic Acid, Vegetable Protein, Corn Meal. Spread: Water, Soybean Oil, Garlic, Salt, Sweet Cream Buttermilk, Contains 2% Or Less Of: Onion Powder, Monoglycerides, Lactic Acid, Xanthan Gum, Spice, Natural Flavor, Potassium Sorbate (To Protect Quality), Soy Lecithin, Beta Carotene (For Color), Vitamin A Palmitate.

ALLERGENS

Contains milk, soy, and wheat ingredients. This product is produced in a nut-free facility.

Instructions

PREPARATION

CONVECTION BAKE:
Preheat oven to 425F.
Lay slices flat on baking pans.
Place baking pans on shelves in oven (if possible, place pans on every other rack for even air flow)
Bake 4-5 minutes or until heated through
CONVENTIONAL OVEN:
Preheat oven to 425F.
Lay slices flat on baking pan.
Place baking pan on middle shelf of oven.
Bake 4-6 minutes or until heated through

Attachment B:
Sample Nutrition & Formulation Specification

Sample Product Formulation Statement (Product Analysis) for Meat/Meat Alternate (M/MA) Products

Child Nutrition Program operators should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative.

Product Name:_____ Code No.:_____

Manufacturer:_____Case/Pack/Count/Portion/Size:_____

I. Meat/Meat Alternate
Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide (FBG)	Ounces per Raw Portion of Creditable Ingredient	Multiply	FBG Yield/ Servings Per Unit	Creditable Amount *
		X		
		X		
		X		
A. Total Creditable M/MA Amount[1]				

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

II. Alternate Protein Product (APP)
If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in Attachment A for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
		X		÷ by 18	
		X		÷ by 18	
		X		÷ by 18	
B. Total Creditable APP Amount[1]					
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)					

*Percent of Protein As-Is is provided on the attached APP documentation.
**18 is the percent of protein when fully hydrated.
***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.
[1]Total Creditable Amount must be rounded down to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do not round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.

Total weight (per portion) of product as purchased _____

Total creditable amount of product (per portion) _____
(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a _____ ounce serving of the above product (ready for serving) contains _____ ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

_____ _____
Signature Title

_____ _____ _____
Printed Name Date Phone Number

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

California Public Contract Code 7106

The undersigned declares:

I am Mark Bailey (insert name)

the Chief Financial Officer
(insert proper title such as "sole owner," "partner," "president," "secretary")

of Galasso's Bakery
(insert name of bidder or company).

The party making the foregoing bid/proposal submitted herewith to the Palos Verdes Peninsula Unified School District declares:

That all statements of fact in such bid/proposal are true;

That such bid/proposal was not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;

That the bid is genuine and not collusive or sham;

That the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a false or sham bid, or that anyone shall refrain from bidding;

That the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder;

That the bidder has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury of the laws of the State of California that the above information is correct.

Signature:	Date:
Mark Bailey, Chief Financial Officer	May 21, 2019

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOLLOWING)

(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):

Mark Bailey, Chief Financial Officer			May 21, 2019
Printed Name	Title	Signature	Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at $100,000) is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

(3) The *undersigned shall require* that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

OR

Name of Vendor:		
Galasso's Bakery		
Printed Name and Title:	Signature:	Date:
Mark Bailey, Chief Financial Officer		**5/21/2019**

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreeme d. loan e. loan guaran f. loan in	**2. Status of Federal Action:** a. offer/application ____ b. initial award c. post-award	**3. Report Type:** a. initial filing ____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Rep ting y: ____ Prime ____ Suba d Tie , if Kno **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Subawardee,** nter Name and Address of Prime: **Congress strict,** *if known*:	
6. Federal Department/Agency:	**7. Feder gr Name/Description:** DA Numbe *applicab*	
8. Federal Action Number, *if known:*	**9. Award A ou nown:** $	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Perf g Se s** *(includin* *address if differe n No. 10a)* *(last name, first na MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** [signature] **Print Name:** Mark Bailey **Title:** Chief Financial Officer **Telephone No.:**(951) 360-1211 **Date:** May 21, 2019	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

IRAN CONTRACTING ACT CERTIFICATION
(California Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of $1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

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

OPTION #1 - CERTIFICATION

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

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
Galasso's Bakery	95-2780618
By (Authorized Signature)	
Printed Name and Title of Person Signing Mark Bailey, Chief Financial Officer	
Date Executed May 21, 2019	*Executed in* Mira Loma, California

OPTION #2 – EXEMPTION

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

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

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