

FONTANA UNIFIED SCHOOL DISTRICT

PLEASE QUOTE YOUR PRICES F.O.B. OUR LOCATION, FONTANA, CA 92335

TO

Bid No. 15/16-1444

Date Mailed: May 20, 2016

THIS BID MUST BE DELIVERED BEFORE:

2:00 P.M. – June 8, 2016

SUBMIT BID TO DIRECTOR OF PURCHASING, 9680 CITRUS AVE., FONTANA, CA 92335

Gentlemen/Ladies:

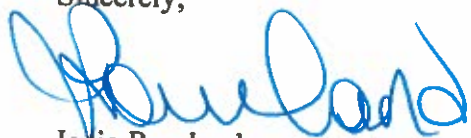
The Board of Education of the Fontana Unified School District will receive sealed bids for **PIZZA (DELIVERED AND READY-TO-SERVE)**, in accordance with the attached specifications, in the office of the Director of Purchasing, 9680 Citrus Avenue (Bldg. #30), P.O. Box 5090, Fontana, California 92334-5090, no later than **2:00 P.M. on June 8, 2016**.

Attached is Bid No. 15/16-1444. Please return the Bid Form, Non-Collusion Declaration, and other required documents identified in the Contract Terms and Conditions of the bid documents in a sealed envelope bearing the name of the bidder, bid number, date and hour specified for public opening.

Any questions should be directed to Brandy Cuttress, Sr. Buyer, via email at cuttbm@fUSD.net or (909) 357-7600 Ext. 29022.

Thank you for your interest in this bid.

Sincerely,



Janie Rowland
Director of Purchasing
(909/357-7600 Ext. 29017)

/bc

FONTANA UNIFIED SCHOOL DISTRICT

BID NO. 15/16-1444
PIZZA (DELIVERED AND READY-TO-SERVE)

LIST OF CONTENTS
BID/CONTRACT DOCUMENTS

	<u># of Pages</u>
Notice Inviting Bids.....	1
General Bid Instructions and Conditions.....	3
Contract Terms and Conditions.....	8
Insurance Requirements.....	1
General Liability.....	2
Automobile Liability.....	2
Excess/Umbrella Liability.....	2
Workers' Comp/Employers' Liability.....	2
Certification Forms: (*must be submitted with Bid)	
Certification and Disclosure Statements.....	2
*Suspension and Debarment Certification.....	2
*Lobbying Certification.....	1
*Disclosure of Lobbying Activities.....	3
*Buy American Certification.....	1
Contractor Certification Regarding Background Checks.....	2
Contractor's Certificate Regarding	
Alcoholic Beverage and Tobacco-Free Campus Policy.....	1
Contractor's Certificate Regarding Drug-Free Workplace.....	2
Worker's Compensation Certificate.....	1
W-9 Form.....	4
*Reference Form.....	1
Delivery Sites.....	3
Pizza Product Requirements.....	1
*Bid Form.....	2
*Non-Collusion Declaration.....	1

**These documents must be submitted with your bid along with your HACCP Plan and recent Health Department Report*

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received in the Office of the Director of Purchasing of the Fontana Unified School District, located at 9680 Citrus Avenue (Bldg #30), Fontana, California, on or before **2:00 o'clock P.M.**, on the **8th** day of **June, 2016** for:

PIZZA (DELIVERED AND READY-TO-SERVE)

under **Bid No. 15/16-1444**

Specifications for the material and/or services required, and the bid form on which the proposal must be submitted, may be secured at the Fontana Unified School District, Purchasing Office, 9680 Citrus Avenue, Building #30, Fontana, CA 92335 or can be downloaded from the District's website at www.fusd.net, under "Notice Inviting Bids". All notifications, updates and addenda will be posted on the District's website. Bidders shall be responsible for monitoring the website to obtain information regarding any revisions for this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive bid. All requests for information must be submitted in writing to Brandy Cuttress, Sr. Buyer, via email at cuttbrm@fusd.net and received no later than 4:00 p.m. on June 1, 2016. Please direct all correspondence with the subject line "Bid No. 15/16-1444 Pizza (Delivered and Ready-to-Serve)." No other questions or clarification will be accepted after this time and date.

The Board of Education reserves the right to reject any or all proposals, and waive any irregularities or informalities in any bid or in the bidding; and to accept or reject any items thereon.

Publication dates of this Notice are May 21 and 28, 2016.

FONTANA UNIFIED SCHOOL DISTRICT
Board of Education

GENERAL BID INSTRUCTIONS AND CONDITIONS

1. **SUBMITTING BIDS:** Each bid must be received in the Purchasing Department, Fontana Unified School District, 9680 Citrus Avenue, Building #30, Fontana, California, by the time prescribed in the bid. Each bid shall be in a sealed envelope, bearing the name of the bidder, bid number, date, and hour specified for public opening.
2. **RESPONSIBILITY:** All bids shall be signed with the firm name and by a responsible officer or employee.
3. **CORRECTIONS:** All prices and notations shall be typewritten or in ink. **No erasures will be permitted. Mistakes must be identified and corrected prior to the final date and time. Mistakes may be crossed out and corrections made adjacent and shall be initialed, in ink, by person signing bid.** Verify your bids before submission.
4. **ACCEPTANCE:** Bid on each item separately. Prices shall be stated in units specified. The District will not be responsible for errors in extensions. The right is reserved to reject any or all bids; to waive any irregularities or informalities in any bid or in the bidding; and to accept or reject any items in the bid. No bidder may withdraw his bid for a period of sixty (60) days after the date set for opening thereof.
5. **TIE BIDS:** Whenever bids are equal, preference shall be given to firms located within the School District and/or firms with whom the District has had satisfactory business relationships, in the order named.
6. **PROTESTS AFTER AWARD:** Any protest against the award of a contract pursuant to this bid must be received within five (5) calendar days after receipt of a written notice of the District's intent to award to another bidder. The District shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the Director of Purchasing, Fontana Unified School District.
7. **NUTRITIONAL INFORMATION:** Detailed and accurate nutritional information is required for all food items purchased by the District. The successful bidder, therefore, will be required to furnish nutritional information on processed or manufactured food items. In order to accommodate the computerized menu system utilized by the Food Services Department, the successful bidder shall be required to provide a complete nutrient analysis of some products, as requested by the District. The nutrient information may be obtained from an independent laboratory.

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

Contractor shall provide evidence of contribution for the Meat/Meat Alternate and Grain/Bread in writing, signed and dated, for review by the Food Service Department's Nutrition Specialist.

ALL PROCESSED FOODS SHOULD CONTAIN NO ADDED ARTIFICIAL TRANS FAT.

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

Contractor shall notify 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.

8. **SUBSTITUTIONS:** Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words "or equal" unless the bid specifically requires no substitutions. When submitting bids on brands other than those specified, the submitter must state on the bid the brand, quality, code number, or other trade designation on each item bid other than "as specified". At the District's request, the bidder shall furnish samples and/or full descriptive information covering the product bid on, properly marked and showing item number and page number on each sample or description within five (5) business days of request.
9. **QUALITY:** All workmanship, materials, and articles incorporated in the items covered by this specification shall be of the best available grade of their respective kinds for the purpose for which the items are to be used. All equipment shall be new unless otherwise specified.
10. **AUDITS AND INSPECTIONS:** The successful bidder shall submit to third party audits and/or inspections initiated by the District during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Successful bidder must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.
11. **SAMPLES AND TESTING:** Samples of items, when required, shall be furnished free of expense to the District, and may be retained by the District for the purpose of comparing against material delivered by the successful bidder, and if not destroyed by tests will, upon request, be returned at bidder's expense. The final decision as to whether the material or product is the equal to that specified shall be made by the District. In all cases when a sample is taken from a shipment and sent to a public testing laboratory and the test shows that the sample does not comply with the specifications, the vendor shall pay the cost of the tests. In all cases the District reserves the right to make tests it deems necessary.
12. **PATENT INFRINGEMENTS:** The successful bidder(s) shall hold the Fontana Unified School District, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented invention, article, or appliance, furnished or used, under this bid.
13. **DELIVERY:** It is understood that the bidder agrees to deliver all items on which bids are accepted to the addresses indicated on the attached "Delivery Sites" document. All costs for delivery, drayage, or freight, or the packing of said articles are to be borne by the bidder. Additionally, all prices offered by bidders must include on site off loading and inside delivery. Absolutely no fuel surcharges may be levied during the term of the contract.
14. **DISCOUNT:** Cash discount when stated on bid shall be allowed on all payments that are processed by the District with reasonable promptness after acceptance of material and receipt of vendor's invoice in triplicate. Cash discounts for a period of less than thirty (30) days will not be considered in determining low bidder. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible bidder.
15. **NON-BIDDERS:** If bid is not made, please notify the District if you wish to remain on the mailing list.
16. **INTERPRETATIONS OF BID DOCUMENTS:** All interpretations of the bid conditions and/or specifications shall be made only by written addendum. The School District shall not be responsible for any other explanation or interpretation of the bid document.
17. **CONTRACT NEGOTIATIONS AND MODIFICATIONS:** A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate", or similar, will be considered non-responsive to that

specific term. Any modifications, qualifications, exceptions, changes made to the District's term, specifications, and conditions detailed herein shall be grounds for rejection of bid.

18. **LEGAL REQUIREMENTS:** All bidders are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.
19. **METHOD OF PRICING AND COMPLETING BID:** Bidder shall offer one firm, fixed price for each item offered. Alternate proposals 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 his/her bid. A bid that states "as specified" will not be accepted. Errors in price computation on the bid form do not relieve bidder from holding price. Veracity of prices submitted in this bid is the sole responsibility of the bidder.
20. **METHOD OF AWARD:** The bid shall be awarded by lot to the lowest responsible, responding bidder, unless it is determined to be in the best interest of the District to award otherwise. The District reserves the right to award the contract to one (1) or more vendors.
21. **COMMUNICATION OF AWARD:** Bid award/s made by the Board of Education shall not become binding upon the District until communication in writing to the successful bidder(s).
22. **SAFETY REGULATIONS:** All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (CalCode).
23. **AFFIRMATIVE ACTION:** The bidder shall certify that he is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.
24. **NON-COLLUSION DECLARATION:** A signed Non-Collusion Declaration must be returned with the Bid Form. Bids received without a signed Non-Collusion Declaration cannot be accepted.

FONTANA UNIFIED SCHOOL DISTRICT

BID NO. 15/16-1444 PIZZA (DELIVERED AND READY-TO-SERVE)

CONTRACT TERMS AND CONDITIONS

TIME AND PLACE OF PROPOSAL SUBMISSION

Sealed bids be publicly opened and read aloud at Fontana Unified School District, Purchasing Department, 9680 Citrus Avenue, Building #30, Fontana, CA 92335, no later than **2:00 P.M.**, on **June 8, 2016**. Bids received after that time will not be considered and will be returned to bidder unopened.

BID SECURITY

Bid bond/security not required.

REQUEST FOR INFORMATION

All requests for information (RFI) must be submitted in writing to Brandy Cuttress, Sr. Buyer, via email at cuttbm@fUSD.net and received no later than 4:00 p.m. on June 1, 2016. Please direct all correspondence with the subject line "Bid No. 15/16-1444 Pizza (Delivered and Ready-to-Serve)." No other questions or clarification will be accepted after this time and date.

ADDENDA

The District reserves the right to issue addenda to the bid solicitation at any time prior to the date and time of the public bid opening. Addenda, if issued, will be posted on the District's website at www.fUSD.net under "Notice Inviting Bids," and will be the responsibility of the bidder to ensure receipt and acknowledgement of any addenda issued. All addenda shall become part of the contract documents.

DEFINITIONS

"District or FUSD" means Fontana Unified School District. "Contractor or Successful Bidder" means bidder to whom award is made.

SCHEDULE OF EVENTS

The following are key dates for this bid. The District is committed to adhering to this schedule, but reserves the right to make modifications.

Event	Date
Bid Published	5/21/16 & 5/28/16
Last Day to Submit RFIs/Questions	6/1/16 – 4:00 p.m.
Bids Due	6/8/16 – 2:00 p.m.
Board Meeting to Award Contract	7/13/16

CONTRACT DOCUMENTS

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

ERRORS AND OMISSIONS

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

INSURANCE

Successful bidder shall procure and maintain for the duration of the contract insurance as outlined in attached bid documents.

AWARD OF CONTRACT

If an award is made, it shall be made to the bidder whose proposal is determined to be the most advantageous to the District. Price alone will not be the sole determining factor in the selection process. Award will be based on the highest number of points given during the evaluation process as indicated in the Evaluation Criteria section of this document. The decision resulting from the evaluation process as to which product best meets the needs of the District remains the sole responsibility of the District and is final.

EVALUATION CRITERIA

Bid proposals will be evaluated upon the following criteria:

A. Experience with similar projects (20 points)

B. Appearance (25 Points)

C. Taste Test (30 Points)

D. Cost (25 Points)

TASTE TESTING

Samples of items listed on the Bid Form will be requested prior to award. Samples submitted should be the exact product which will be supplied to the school sites. **Samples must be furnished free of expense to the District.** All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the vendor. Failure to comply with sample and evaluation requirements may result in rejection of bid.

All food items offered must be in compliance with United States Department of Agriculture (USDA) Child Nutrition School program guidelines and conform to the Pizza Product Requirements included in the bid documents.

INSPECTION OF FACILITIES

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

HAZARD ANALYSIS CRITICAL CONTROL POINT (HACCP) PLAN

Bidders must have a HACCP Program in place and shall include a copy of their HACCP Plan with their bid proposal.

HEALTH DEPARTMENT REPORT

Bidders must submit a recent copy of a Health Department Report with their bids.

REFERENCES

Bidder shall provide three (3) verifiable references with similar type of goods and services to another school district or public agency at the similar size and scope as Fontana Unified School District. All references shall include full district/agency name, address, phone number, management contact, and description of work completed. District reserves the right to contact all references. Failure by bidder to provide references with its proposal submittal may result in rejection of proposal by District as nonresponsive. The District reserves the right to obtain from any or all sources, information concerning bidders which the District deems pertinent and to consider such information in evaluating the bidder's proposal.

PERIOD OF CONTRACT

The initial contract term will be from date of award through June 30, 2017. Contract may be extended upon mutual consent between the District and vendor thereafter for two (2) additional twelve (12) month periods, for a maximum of three (3) years, in accordance with Education Code Section 81644. Prices indicated in proposal must stay in effect for the initial twelve (12) month term. The District reserves the right to terminate the contract at the end of each annual period.

EXECUTION OF CONTRACT

Issuance of a Purchase Order shall be evidence of the contractual agreement between the successful bidder and the District and the bidder's acceptance of the terms and conditions set forth within this solicitation. Failure or refusal of the successful bidder to execute a contract upon award by the District, may result in a claim for damages by the District and shall be grounds for immediate removal from the District's bidders list and bidding on future bid solicitations.

ASSIGNMENT

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

DISCONTINUANCE OF SERVICE

Failure on the part of the successful bidder to meet contract requirements shall be cause for cancellation. Either party may cancel the contract upon a thirty (30) day written notice to the other party prior to the end of the contract term.

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

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

The District shall hold the successful bidder liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the successful Vendor fails to furnish or deliver any product or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful bidder. Additional costs accrued by the District through this purchase may be deducted from unpaid invoices or must be paid to the District by the successful bidder. Prices paid by the District shall be considered the prevailing market prices as the time such purchase is made.

UNIT PRICES/ORDER CONDITIONS

All prices quoted shall be net, including shipping/delivery costs and all trade discounts. Fuel surcharges shall not be accepted under this contract and the addition of such charges shall not be permitted during the term of the contract.

There will be no minimum order requirements for any items listed in this bid solicitation or deliveries to sites. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charge for specific order types. Quantities indicated are estimated annual quantities and are solely for the purpose of comparing bid submittals; orders may total more or less than quantities indicated and may require multiple deliveries to sites. The District reserves the right to adjust each order in accordance with program needs.

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

ADDITIONAL ITEMS

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

PRICE ADJUSTMENTS

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

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

PEANUTS, PEANUT PROTEIN OR PEANUT BY-PRODUCTS

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

VEHICLE DELIVERY CONDITIONS

All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection. Any product that fails to be delivered within these parameters will be rejected.

PRODUCT QUALITY CONTROL

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

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

INFERIOR PRODUCT

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

PACKAGING

Packages/containers shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged packages/containers may be rejected and returned for credit or immediate replacement, at no cost to the District for product or redelivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Packaging of all products shall be designed to prevent saturation of container from product grease and moisture.

DELIVERIES

Actual dates, times and number of deliveries per school site shall be coordinated with the District's Food Services Department and are subject to change depending on the serving requirements at individual school sites. Deliveries must be made at least thirty minutes prior scheduled meal service. The District reserves the right to refuse delivery of product at no additional charge if delivered late or if the product arrives in such a condition not meeting the District's minimum quality standards. All deliveries must be delivered in clean, well maintained and in insulated containers. Food items must be delivered under temperature control with product being received

at 140 degrees Fahrenheit or above. **Documentation of temperatures for product must be maintained and include departure time/temperature and delivered time/temperature.**

The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. List of delivery locations included in bid documents.

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

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

DELIVERY SLIPS

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

Original - signed by person receiving material and retained by Contractor

Duplicate - shall be left at each location – Food Services copy

PAYMENT

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

PRODUCT SUBSTITUTION AND DISCONTINUED ITEMS

The District will not allow substitutions without prior approval. In the event Contractor is unable to deliver an item as specified in this contract, notification of shortage must be made orally, by facsimile or by electronic mail at least 24 hours prior to scheduled delivery to the Ordering Desk at fax number 909-357-5163. An equal or better substitute product must immediately be made available to the District for approval and subsequent distribution to the cafeterias, at no additional charge to the District for product, freight, or redelivery to District sites. Substitutions in quality or quantity must receive prior approval from the Ordering Desk Clerk at the District Food Service office (909-357-5160) in order to qualify for payment. **When substitutions do occur, Contractor shall provide nutritional statements and ingredient listings of the replacement product to the Nutrition Specialist.**

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

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

The Contractor must provide the specified product or an acceptable substitute, as determined by the District. If, as a result of failure to deliver specified product in a timely manner, the service of

meals fails to contain the required components of a reimbursable meal, Contractor shall be required to reimburse the District for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the District.

PRODUCT RECALLS

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

COMPLIANCE WITH APPLICABLE LAWS

All property or services furnished must comply with all Federal, State and Local laws, rules, regulations and ordinances.

BUY AMERICAN PROVISION

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

DEPT. OF EDUCATION-CHILD NUTRITION DIVISION FORMS

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

FINGERPRINTING

The successful bidder will be required to comply with the applicable requirements of Education Code section 45125.1 with respect to fingerprinting of employees and must complete the District's Certification Regarding Background Checks.

NON-COLLUSION DECLARATION

A signed Non-Collusion Declaration must be completed by the bidder and submitted as part of the bid. Bids received without a signed Non-Collusion Declaration cannot be considered (form enclosed).

DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Government Code section 8350 et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the contract. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-free Workplace Act could result in penalties including the termination of the contract or suspension of payment thereunder.

ALCOHOLIC BEVERAGE AND TOBACCO-FREE CERTIFICATION

The successful bidder shall agree to enforce an alcoholic beverage and tobacco-free work site.

SAFETY AND SECURITY

The Contractor shall comply with all District security regulations. Contractor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the District School Police at (909) 357-7600 Ext. 29060.

PIGGYBACK/OTHER DISTRICTS

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the vendor, other public entities may purchase identical items at the same unit price(s) subject to the same terms and conditions, pursuant to Sections 20118 and 20652 of the Public Contract Code. Fontana Unified School District waives their rights to require other districts to draw their warrants in favor of the Districts and authorizes each district to make payments directly to the successful vendor.

CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS

The bidder hereby agrees and acknowledges that monies utilized by the District to fulfill bid requirements is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or limit quantities of items due to non-availability or non-appropriation of sufficient funds.

DISTRICT CONTACT

Bidders are hereby notified that any contact with a member of the Board of Education, Superintendent, Associate Superintendent or employee of the District, other than the District of Purchasing, regarding this bid could result in the rejection of their proposal.

REQUIRED DOCUMENTS TO BE SUBMITTED WITH BID

Bidder must provide the following documents with bid proposal:

- ❖ References
- ❖ Hazard Analysis Critical Control Plan
- ❖ Recent Copy of a Health Department Report
- ❖ Suspension and Debarment Certification
- ❖ Lobbying Certification
- ❖ Disclosure of Lobbying Activities
- ❖ Buy American Certification
- ❖ Bid Form
- ❖ Non-Collusion Declaration

FONTANA UNIFIED SCHOOL DISTRICT

INSURANCE REQUIREMENTS

Insured _____
(Contractor, Lessee, etc.)

Contract/Reference No. _____

The following insurance coverage is required (Certificate or Endorsement) with the Combined Single Limits (CSL) as noted on the right. Comparable split limits may be accepted. Each insurance requirement is marked for Cert. (requiring certificate of insurance coverage) or End. (requiring an endorsement from the insurance company, naming Fontana Unified School District, its governing board, its officers, its agents, and its employees as additional insured).

<u>Cert./End.</u>	Minimum Combined Single Limits
<u> x </u> / <u> </u> Workers' Compensation	Insured - <u>Statutory</u> Self Insured - <u>\$1,000,000.00</u>
<u> x </u> / <u> </u> Employer's Liability	<u>\$1,000,000.00</u>
() Broad Form All States Endorsement	
() Longshoremen's and Harbor Workers' Compensation Act Endorsement	
() _____	
<u> X </u> / <u> </u> Comprehensive General Liability	<u>\$1,000,000.00</u> with \$2,000,000.00 aggregate
(x) Premises and Operations	() Explosion Hazard
(x) Contractual Liability	() Collapse Hazard
(x) Independent Contractors	() Underground Hazard
(x) Products/Completed Oper.	() Garage Keeper's Legal Liability
(x) Broad Form Property Damage	() Hangar Keeper's Legal Liability
(x) Personal Injury	(x) Owned Automobiles
(x) Broad Form Liability Endorsement	(x) Non-Owned Automobiles
() Fire Legal Liability	(x) Hired Automobiles
() Watercraft Liability	() _____
() Incidental Medical Malpractice	
<u> x </u> / <u> </u> Automobile Liability (if not included in General Liability coverage checked above)	<u>\$1,000,000.00</u>
<u> </u> / <u> </u> Aviation/Airport Liability (including appropriate General Liability coverage checked above)	_____
<u> </u> / <u> </u> Professional Liability	_____
<u> </u> / <u> </u> Property Insurance	_____

GENERAL LIABILITY

ADDITIONAL INSURED ENDORSEMENT

NAME OF INSURED AND ADDRESS:

GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(S) INSURED:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. Fontana Unified School District, its department, officers, agents and employees are insured thereunder in relation to those operations, uses, occupations, acts, and activities described generally above with regard to operations performed by or on behalf of the named insured.
2. Such insurance shall be primary, and not contributing with any other insurance maintained by _____ (insured).
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Fontana Unified School District by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event that Contractor's insurance lapses or is cancelled while the project is in progress, the District will pay the liability premium and deduct the cost from Contractor's payment.

ADDRESS CANCELLATION NOTICE
AS FOLLOWS:

Fontana Unified School District
Attn: Director of Purchasing
9680 Citrus Avenue
P.O. Box 5090
Fontana, CA 92334-5090

ISSUE ENDORSEMENT TO:

Fontana Unified School District
Attn: Director of Purchasing
9680 Citrus Avenue
P.O. Box 5090
Fontana, CA 92334-5090

Except as noted above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT
NO.

EFFECTIVE
DATE

POLICY NO.

TYPE OF COVERAGE TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM TO

LIMITS OF
LIABILITY

Scheduled items or locations are to be identified on an attached sheet.

The following inclusions, exclusions, extensions or specific provisions relate to the above coverage. Aggregate limits and separate deductibles, if applicable, are to be noted after the stated coverage. (Attach additional pages if space is insufficient).

INCLUDES:

- | | |
|---|---|
| <input type="checkbox"/> Premises & Operations | <input type="checkbox"/> Incidental Medical Malpractice |
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Independent Contractors | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Underground Hazard |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Garagekeepers Legal Liability |
| <input type="checkbox"/> Personal Injury | (Primary) \$ _____ |
| <input type="checkbox"/> Broad Form Liability Endorsement | <input type="checkbox"/> Owned Automobiles |
| <input type="checkbox"/> Fire Legal Liability | <input type="checkbox"/> Nonowned Automobiles |
| <input type="checkbox"/> Watercraft Liability | <input type="checkbox"/> Hired Automobiles |

EXCLUDES:

DEDUCTIBLE:

A deductible or self-insured retention (strike out one) of \$ _____ applies to _____ coverage.

DEDUCTIBLE APPLIES PER CLAIM (), PER OCCURRENCE ().

INSURANCE COMPANY

ADDRESS: _____

I, _____, (type or print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative
(Original Signature only; No facsimile
signature or initials accepted)

Executed at _____, _____ on _____, 20 _____

Phone No. _____

GENERAL LIABILITY

Page 2 of 2

AUTOMOBILE LIABILITY
ADDITIONAL INSURED ENDORSEMENT

NAME OF INSURED AND ADDRESS:

GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(S) INSURED:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

- 1) The _____, its Departments, officers, agents and employees are insureds thereunder in relation to those operations, uses, occupations, acts, and activities described generally above with regard to operations performed by or on behalf of the named insured.
- 2) Such insurance shall be primary, and not contributing with any other insurance maintained by _____ (insured).
- 3) The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 4) The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to FONTANA UNIFIED SCHOOL DISTRICT by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

ADDRESS CANCELLATION NOTICE TO:

Fontana Unified School District
Attn: Director of Purchasing
9680 Citrus Avenue
P.O. Box 5090
Fontana, CA 92334-5090

ISSUE ENDORSEMENT TO:

Fontana Unified School District
Attn: Director of Purchasing
9680 Citrus Avenue
P.O. Box 5090
Fontana, CA 92334-5090

Except as state above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT NO.	EFFECTIVE DATE	POLICY NO.
--------------------	-------------------	------------

TYPE OF COVERAGE TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM TO

LIMITS OF
LIABILITY

Scheduled items or locations are to be identified on an attached sheet.

The following inclusions, exclusions, extensions or specific provisions relate to the above coverage. (Attach additional pages if this space is insufficient.)

INCLUDES:

- () Owned Automobiles
() Nonowned Automobiles
() Hired Automobiles

- () Owned, Nonowned and Hired Vehicles
() Garagekeepers Legal Liability
(primary) \$ _____
() Other

EXCLUDES:

DEDUCTIBLE:

A deductible or self-insured retention (strike one out) of \$ _____ applies to
_____ coverage.

DEDUCTIBLE APPLIES PER CLAIM (), PER OCCURRENCE ().

INSURANCE COMPANY

ADDRESS: _____

I, _____, (type or print name) hereby declare under penalty of perjury,
under the laws of the State of California, that I have the authority to bind the above-named
insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative
(Original Signature only; No facsimile
signature or initials accepted)

Executed at _____, _____ on _____, 20 _____

Phone No. _____

ADDITIONAL INSURED ENDORSEMENT

NAME OF INSURED AND ADDRESS:

GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(S) INSURED:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. Fontana Unified School District, its department, officers, agents and employees are insured thereunder in relation to those operations, uses, occupations, acts, and activities described generally above with regard to operations performed by or on behalf of the named insured.
2. Such insurance shall be excess of primary, or underlying insurance of the Named Insured and any other insurance of _____ shall be in excess of this insurance and shall not contribute with this insurance.
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Fontana Unified School District by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

ADDRESS CANCELLATION NOTICE
AS FOLLOWS:

Fontana Unified School District
Attn: Director of Purchasing
9680 Citrus Avenue
P.O. Box 5090
Fontana, CA 92334-5090

ISSUE ENDORSEMENT TO:

Fontana Unified School District
Attn: Director of Purchasing
9680 Citrus Avenue
P.O. Box 5090
Fontana, CA 92334-5090

Except as noted above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT
NO.

EFFECTIVE
DATE

POLICY NO.

TYPE OF COVERAGE TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM TO

LIMITS OF
LIABILITY

Excess Liability

() Following Form

() Umbrella Liability

() Other

Applicable underlying coverage's:

Insurance Company

Policy No.

Amount

The following inclusions, exclusions, extensions or specific provisions relate to the above coverage. (Attach additional pages if space is insufficient).

A deductible or self-insured retention (strike out one) of \$_____ applies to
_____ coverage.

DEDUCTIBLE APPLIES PER CLAIM (), PER OCCURRENCE ().

INSURANCE COMPANY

ADDRESS: _____

I, _____, (type or print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative
(Original Signature only; No facsimile
signature or initials accepted)

Executed at _____, _____ on _____, 20 _____

Phone No. _____

WORKERS' COMPENSATION/EMPLOYERS LIABILITY

SPECIAL ENDORSEMENT

NAME OF INSURED AND ADDRESS:

GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(S) INSURED:

This policy shall not be subject to cancellation except after notice in writing shall have been sent not less than thirty (30) days prior to the effective date thereof by certified mail, return receipt requested, addressed to the Director of Purchasing at:

Fontana Unified School District
9680 Citrus Avenue
P.O. Box 5090
Fontana, CA 92334-5090

The Company agrees to waive all rights of subrogation against Fontana Unified School District, its departments, officers, agents and employees.

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy in which this endorsement is attached.

ENDORSEMENT NO.	EFFECTIVE DATE	POLICY NO.
--------------------	-------------------	------------

TYPE OF COVERAGE TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM TO	LIMITS OF LIABILITY
WORKERS' COMPENSATION		STATUTORY
EMPLOYERS LIABILITY		

The following are included in the above coverages:

- () Broad Form All States Endorsement
- () Voluntary Compensation Endorsement
- () Longshoremen's and Harbor Workers' Compensation Act Endorsement
- () _____
- () _____

I, _____, (type or print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative
(Original Signature only; No facsimile
signature or initials accepted)

Executed at _____, _____ on _____, 20 _____

Phone No. _____

CERTIFICATION AND DISCLOSURE STATEMENTS

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

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

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

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

Suspension and Debarment Certification

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

Certification Regarding Lobbying

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

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

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

Applicable to Both Certification Statements

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

SFAs with Food Service Management or Consulting Contracts

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

Summary

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

If you have any questions, please contact your Nutrition Services Division representative, or the Field Services unit at (916) 445-0850 or (800) 952-5609.

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):

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

<ul style="list-style-type: none">• Form of Payment (check all that apply): Cash In-kind; specify: Nature _____ Value _____	Contingent fee Deferred Other; specify: _____
<ul style="list-style-type: none">• 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	
<p>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.</p>	Signature: _____ Print Name: _____ Title: _____ Telephone No: (_____) _____ Date: _____
Federal Use Only:	Authorized for local reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

BUY AMERICAN CERTIFICATION

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

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

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

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

Product Description	Country of Origin	Domestic Price	Non-American Price	Reason for Waiver

Attach additional sheets if necessary.

Name of Contractor

Date

Signature of Authorized Official

Title

To be submitted with bid response.

**CONSULTANT/CONTRACTOR CERTIFICATION REGARDING
BACKGROUND CHECKS**

_____ certifies that it has performed the following:
(Name of Consultant/Contractor)

Pursuant to Education Code Section 45125.1, Consultant/Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Fontana Unified School District, and that none have been convicted of serious or violent felonies, as specified in Penal Code Section 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto is a list of employees of the undersigned who may come in contact with pupils.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: _____

[Name of Consultant/Contractor]

Signature

Printed Name

Title

ATTACHMENT

{ INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS }

**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 times.

DATE: _____

CONTRACTOR

By: _____
Signature

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:

- a) 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;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract 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: _____

CONTRACTOR

By: _____
Signature

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. 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 employees.

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

Name of Contractor

By: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
	- -
or	
Employer identification number	
	-

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose name you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

REFERENCE FORM

Please provide three (3) references of school districts and/or any public agencies of similar size that proposer/bidder has contracted with to provide fresh pizza and delivery services.

1. Entity Name and Address: _____

Contact Name, Phone Number and Email Address: _____

Description of Product/Services: _____

Number of Delivery Locations: _____ Frequency of Deliveries: _____

Annual Dollar Volume of Orders: _____

2. Entity Name and Address: _____

Contact Name, Phone Number and Email Address: _____

Description of Product/Services: _____

Number of Delivery Locations: _____ Frequency of Deliveries: _____

Annual Dollar Volume of Orders: _____

3. Entity Name and Address: _____

Contact Name, Phone Number and Email Address: _____

Description of Product/Services: _____

Number of Delivery Locations: _____ Frequency of Deliveries: _____

Annual Dollar Volume of Orders: _____

FONTANA UNIFIED SCHOOL DISTRICT DELIVERY SITES

SCHOOL	PHONE (prefix 357-XXXX)	CAFÉ MANAGER
1. AB MILLER HIGH 6821 Oleander Ave., 92336	5800 x10330	Kim Pino
2. ALDER MIDDLE 7555 Alder Ave., 92336	30616	Christine Duran
3. ALMERIA MIDDLE 7723 Almeria Ave., 92336	31301	Jodi Gleason
4. ALMOND ELEMENTARY 8172 Almond Ave., 92335	5134	Jennifer Tucci (Temporary sub)
5. BEECH AVENUE ELEMENTARY 9206 Beech Ave., 92335	79115	Lisa Lopez
6. BIRCH CONTINUATION HIGH 7930 Locust Ave., 92336	5160 x12360	Veronica DeLeon
7. BINKS ELEMENTARY 7358 Cypress Ave., 92336	78345	Luz Natal
8. CANYON CREST ELEMENTARY 11851 Cherry Ave., 92337	50238	Irma Garcia
9. CHAPARRAL ELEMENTARY 14000 Shadow Drive., 92337	73227	Corey Ferrales
10. CITRUS ELEMENTARY 16041 Randall Ave., 92335	5148	Patti Galvan
11. CITRUS CONTINUATION HIGH 10760 Cypress., 92337	5300 x 13252	Susana Ortiz
12. CYPRESS ELEMENTARY 9751 Cypress Ave., 92335	52239	Beverly Dossey
13. DATE ELEMENTARY 9011 Oleander Ave., 92335	53233	Kim Wittkopf
14. DOLORES HUERTA INTERNATIONAL ACADEMY 17777 Merrill Ave., 92335	TBD - Opening Aug. 2016	Odesa Quintero
15. FONTANA HIGH 9453 Citrus Ave., 92335	5500 x 11287	Charlotte Dedrickson
16. FONTANA MIDDLE 8425 Mango Ave., 92335	32242	Sonya Allen-Martin
17. GRANT ELEMENTARY 7069 Isabel Ln., 92336	77214	Christine Hernandez
18. HEMLOCK ELEMENTARY 15080 Miller Ave., 92336	54240	Nancy Robertson

FONTANA UNIFIED SCHOOL DISTRICT **DELIVERY SITES**

19. JUNIPER ELEMENTARY 7655 Juniper Ave., 92336	55237	Jana Thornton
20. JURUPA HILLS HIGH 10700 Oleander Ave., 92337	16345	Dianna Stachurski
21. KAISER HIGH 11155 Almond Ave., 92337	14190	Letty Bonilla
22. LIVE OAK ELEMENTARY 9522 Live Oak Ave., 92335	5643	Gina Gonzales
23. LOCUST ELEMENTARY 7420 Locust Ave., 92336	58232	Susan Farmer
24. MANGO ELEMENTARY 7450 Mango Ave., 92336	59239	Christina Reyes
25. MAPLE ELEMENTARY 751 S. Maple Ave., 92335	60236	Rhonda Brown
26. NORHT TAMARIND ELEMENTARY 7961 Tamarind Ave., 92336	61231	Debbie Lintner
27. OAK PARK ELEMENTARY 14200 Live Oak Ave., 92337	62238	Melanie Parthermore
28. OLEANDER ELEMENTARY 8650 Oleander Ave., 92335	63235	Barbara Clerique
29. PALMETTO ELEMENTARY 9325 Palmetto Ave., 92335	64230	Madonna Sanchez
30. POPLAR ELEMENTARY 9937 Poplar Ave., 92335	65271	Debbie Leon
31. PORTER ELEMENTARY 8330 Locust Ave., 92335	74218	Julia Garcia
32. PRIMROSE ELEMENTARY 751 N. Maple Ave., 92336	66238	Nailly Salib
33. RANDALL-PEPPER ELEMENTARY 16613 Randall Ave., 92335	5734	Jana Moreno
34. REDWOOD ELEMENTARY 8570 Redwood Ave., 92335	68237	Susanna Arredondo
35. RUBLE MIDDLE 6762 Juniper Ave., 92336	36374	Ansaf Halabi
36. SEQUOIA MIDDLE 9452 Hemlock Ave., 92335	33260	Delynn Romero
37. SHADOW HILLS ELEMENTARY 14300 Shadow Dr., 92337	69246	Michelle Child

FONTANA UNIFIED SCHOOL DISTRICT DELIVERY SITES

38. SIERRA LAKES ELEMENTARY 5740 Avenal Pl., 92336	5275	Rosemarie Jimenez
39. SOUTHRIDGE MIDDLE 14500 Live Oak Ave., 92337	34216	Norma Chavez
40. SOUTH TAMARIND ELEMENTARY 8561 Tamarind Ave., 92335	5763	Brandie Renova
41. SUMMIT HIGH 15551 Summit Ave., 92336	5950x15168	Sylvia Kipness
42. TOKAY ELEMENTARY 7846 Tokay Ave., 92336	71234	Linda Wubker
43. TRUMAN MIDDLE 16224 Mallory Dr., 92335	35398	Julie Murray
44. WEST RANDALL ELEMENTARY 15620 Randall Ave., 92335	5783	Kamrin Kovach

*All sites require daily deliveries during school hours. Dates, times and number of deliveries per school site shall be coordinate with the FUSD Food Services Department

A La Carte and School Meal Compliant

Pizza Product Requirements

Pizza, Whole Grain Pepperoni 14" - 8 Slice

- Cheese, Light Mozzarella
- Reduced Fat, Sodium Pepperoni (Turkey or Beef)
- Crust must meet criteria as whole grain rich as defined by the USDA Food and Nutrition Services guidance.
- Grain Counts based on 16 gram per serving
- Not to exceed 400 kcals per serving
- Sodium not to exceed 480 milligrams
- Total Fat not to exceed 4 grams per 100 calories
- Calories from saturated fat not to exceed 10% of total calories
- Contributes 2 ounces of Meat/Meat Alternate and 2 ounces of grain/bread per serving as specified by the USDA Food Buying Guide
- Must contain 0 grams of trans fats.

Pizza, Whole Grain Cheese 14" - 8 Slice

- Cheese, Light Mozzarella
- Crust must meet criteria as whole grain rich as defined by the USDA Food and Nutrition Services guidance.
- Grain Counts based on 16 gram per serving
- Not to exceed 400 kcals per serving
- Sodium not to exceed 480 milligrams
- Total Fat not to exceed 4 grams per 100 calories
- Calories from saturated fat not to exceed 10% of total calories
- Contributes 2 ounces of Meat/Meat Alternate and 2 ounces of grain/bread per serving as specified by the USDA Food Buying Guide
- Must contain 0 grams of trans fats.

Additional Requirements For all Pizza Products

Pizza must be portioned and packaged as specified with description of methodology of portioning to ensure contribution requirements are met.

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

FONTANA UNIFIED SCHOOL DISTRICT
BID NO. 15/16-1444
PIZZA (DELIVERED AND READY-TO-SERVE)

COMPANY NAME _____

Item #	Description	Unit of Measure	Est Annual Qty	Number of Slices	Crust Type	Delivered Price per Unit Cost
1	14" Pizza, Whole Grain Cheese, Light Mozzarella - 8 Slices *must contain 0 grams of trans fats	EA	10,000	8		

Nutrient Analysis - 14" Whole Grain Cheese Pizza		Per Serving				
Calories (kcal)						
Protein (gm)						
Total Fat (gm)						
Saturated Fat (gm)						
Monounsaturated Fat (gm)						
Polyunsaturated Fat (gm)						
Carbohydrates (gm)						
Total Dietary Fiber (gm)						
Total Sugars (gm)						
Cholesterol (mg)						
Calcium (mg)						
Iron (mg)						
Sodium (mg)						
Vitamin C (mg)						
Vitamin A (IU)						
Grain (oz)						
Meat/Meat Alternate (oz)						
Calories from Fat						
% of Calories from Fat						

Item #	Description	Unit of Measure	Est Annual Qty	Number of Slices	Crust Type	Delivered Price per Unit Cost
2	14" Pizza, Whole Grain Pepperoni - 8 Slices Reduced Fat, Sodium (Turkey or Beef), Cheese, Light Mozzarella *must contain 0 grams of trans fats	EA	23,000	8		

Nutrient Analysis -14" Whole Grain Pepperoni Pizza		Per Serving				
Calories (kcal)						
Protein (gm)						
Total Fat (gm)						
Saturated Fat (gm)						
Monounsaturated Fat (gm)						
Polyunsaturated Fat (gm)						
Carbohydrates (gm)						
Total Dietary Fiber (gm)						
Total Sugars (gm)						
Nutrient Analysis -14" Whole Grain Pepperoni Pizza - Continued		Per Serving				
Cholesterol (mg)						
Calcium (mg)						

FONTANA UNIFIED SCHOOL DISTRICT
BID NO. 15/16-1444
PIZZA (DELIVERED AND READY-TO-SERVE)

COMPANY NAME _____

Iron (mg)	
Sodium (mg)	
Vitamin C (mg)	
Vitamin A (IU)	
Grain (oz)	
Meat/Meat Alternate (oz)	
Calories from Fat	
% of Calories from Fat	

Piggyback Option Granted: Yes _____ No _____

The undersigned has read the specifications, instructions and conditions and all supplementary conditions or instructions included herein, is familiar with and understands the provisions and proposes and agrees to furnish and deliver the goods and/or services in strict accordance with these specifications, instructions, conditions and provisions, at the prices described herein:

Company Name (Print)

Name and Title (Print)

Signature

Address: _____

Email: _____ Phone: _____ Fax: _____

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name