**CONTRACT INCORPORATING AGREEMENT FOR CHILD NUTRITION PIZZA FOR NAPA VALLEY UNIFIED SCHOOL DISTRICT**

This Piggyback Agreement ("PiggybackAgreement"), dated for convenience June 20, 2024, by and between the **Mount Diablo Unified School District** ("District") and **Tasty Indian Pizza, Inc.** ("Contractor" or "Vendor") pursuant to the Napa Valley Unified School District ("NVUSD") issued Request for Proposal ("RFP") # 2024-03-13. District and Vendor may be referred to herein individually as a "Party" or collectively as the "Parties."

## RECITALS

WHEREAS, District desires to purchase pizza for student nutrition services in a cost-effective manner;

WHEREAS, California Public Contract Code § 20118 allow public agencies to "piggyback" for equipment, materials, supplies, vehicles, and personal property ("the governing board of any school district, without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor. …");

WHEREAS, NVUSD is a local education agency pursuant to the California Education Code;

WHEREAS, on or about April 4, 2024, NVUSD issued Request for Proposal ("RFP") # 2024-03-13 for child nutrition-pizza;

WHEREAS, in April 2024, Tasty Pizza Indian Pizza, Inc. submitted a proposal;

WHEREAS, on or about May 9, 2024, following a competitive process, NVUSD awarded the contract for RFP # 2024-03-13 to Tasty Indian Pizza, Inc. ("NVUSD Agreement RFP # 2024-03-13");

WHEREAS, the District determined that it is in its best interests to purchase pizza via piggyback contract ; and

WHEREAS, Tasty Indian Pizza wishes to provide the District with pizza pursuant to the NVUSD Agreement RFP # 2024-03-13.

NOW, THEREFORE, and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties agree as follows:

## TERMS AND CONDITIONS

**1.** NVUSD Contract:

1.1. This Piggyback Agreement fully incorporates by this reference NVUSD Agreement RFP # 2024-03-13 attached hereto as **Appendix 1,** and all of its amendments and terms and conditions.

1.2. To the extent any term or condition of this Piggyback Agreement is inconsistent with the NVUSD Agreement RFP # 2024-03-13, this Piggyback Agreement controls.

**2.** Products and Price: Vendor agrees to furnish/delivery all products identified or specified herein under the NVUSD Agreement RFP # 2024-03-13 at fair prices, as set forth on the attached **Appendix 2**. **Contractor acknowledges and certifies that the quote prices will be equal to or less than the prices for the identical items under the NVUSD Agreement RFP # 2024-03-13**.

**3.** Term and Termination: The contract term shall commence on or about July 1, 2024, and shall terminate on June 30, 2025, unless terminated earlier.

3.1. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Vendor only for services/products satisfactorily rendered to the date of termination.

**4.** Compensation: The total not-to-exceed compensation shall be **Four Hundred Thousand dollars ($400,000.00)** for one (1) year for the provision of the products in Appendix 2. The not to exceed amount is the maximum amount of compensation due Vendor, and not a guarantee of total payment to Vendor, as Vendor is paid in arrears for products actually delivered. Vendor shall invoice the District for any products and services and District shall pay Vendor within forty five (45) days of receipt of an undisputed invoice from Vendor.

**5.** Availability of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation: This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and approval and appropriation of funds for this Agreement. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated or stated in any approved amendment. If funds are appropriated for only a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the period for which funds are appropriated. Vendor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

**6.** Disallowance: If Vendor claims or receives payment from the District for a service that is later disallowed by the United States Government, State of California or any other grantors, Vendor shall promptly refund the disallowed amount to the District upon the District's request. At its option, the District may offset the amount disallowed from any payment due or that may become due to the Vendor under this Agreement. By executing this Agreement, Vendor certifies that Vendor is not suspended, debarred or otherwise excluded from participation in federal, state or local governmental programs. Vendor acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.

**7.** Submitting False Claims; Monetary Penalties: Pursuant to Government Code §§ 12650 *et seq*., any person, including a contractor, subcontractor or Vendor, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim.

**8.** Proprietary Information Of District; Student Information: Vendor understands and agrees that, in connection with this Agreement, the Vendor may have access to proprietary and confidential

information, which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. Vendor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Vendor to civil liability. Consequently, Vendor certifies that all information disclosed by the District to the Vendor or in which such information is collected or received by Vendor on District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Vendor shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care. Confidentiality provisions shall survive termination of this Agreement.

**9.** Indemnification: Vendor shall indemnify and hold harmless the District, its Board, officers, employees and agents from, and, if requested, shall defend them against any and all claims, demands, liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively "claim"), whether actual or alleged, arising directly or indirectly from or in any way connected with the performance of this Agreement by Vendor and/or Vendor's agents, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with the criminal background check requirements of Education Code § 45125.1 and/or disclosure of confidential information which might be obtained by Vendor or Vendor's agents in the performance of this Agreement. Notwithstanding the foregoing, Vendor shall have no obligation under this Section with respect to any claim that is caused by the active negligence or willful misconduct of District and which is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Vendor or Vendor's agents.

**10.** Insurance: Vendor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Vendor, his or her agents, representatives, employees subcontractors or sub-processors. Specifics regarding the amount and type of insurance are set-forth in the attached **Appendix 3 ("Insurance Requirements").**

**11.** Force Majeure: The parties agree that neither shall be liable to the other under this Agreement as a result of any delay, failure or interruption in services or obligations directly caused by an act of God or public enemy; acts of civil or military authorities; catastrophes such as an earthquake, epidemic, pandemic, viral or communicable disease outbreak; quarantines; disruption of supply chains, transportation systems, or national emergency, that is beyond the reasonable control of the Party and which renders impossible the performance of contractual obligations, either totally or in part (a "Force Majeure Event"), excluding in all cases claims of financial hardship, and such nonperformance will be excused and will not be deemed a default hereunder or a ground for termination of the Agreement, provided that as soon as reasonably possible the affected Party (1) provides the other party with notice of such Force Majeure Event, (2) provides detailed documentation establishing that such Force Majeure Event was beyond the Party's reasonable control and not due to any fault or negligence on its part, and (3) works diligently to restore services as soon as reasonably possible. In no event shall any work stoppage, strike or labor dispute at a District or Vendor site, or by District or Vendor personnel, constitute a Force Majeure Event under this Agreement.

12. Notice**:** Any notice required or permitted to be given under this Contract shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in

the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

| **DISTRICT** | **CONTRACTOR** |
|---|---|
| Mt. Diablo Unified School District<br>Attn: Purchasing Department<br>1936 Carlotta Drive<br>Concord, CA 94519<br>(925) 682-8000<br>Elizabeth McClanahan, Director<br>McClanahanE@mdusd.org | Tasty Indian Pizza, Inc.<br>Attn: Sukhjit Sandhu (CJ)<br>1936 North Texas Street<br>Fairfield, CA 94533<br>(408) 775-0299<br>cjsandhu7@gmail.com |

**13.** Entire Agreement: This Contract and the attachments hereto and the documents specifically incorporated into the Contract by reference, constitute the entire Contract between the District and Vendor. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.

**14.** Attorney's Fees: Each party shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Contract and the events leading up to this Contract.

**15.** Applicable Laws: Vendor shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time, including but not limited to:

15.1. Vendor has the responsibility to know, and comply with, all requirements of California law pertaining to Conflicts of Financial Interest in contracting with public agencies. Vendor certifies that it has read, understood and will comply with conflict of interest laws and regulations, set-forth in Board Rule and Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270 / Conflict of Interest.

15.2. The District is committed to providing equal opportunity for all individuals in education. Vendor understands and agrees that in providing products/services to the District, it is Vendor's obligation to comply with Board Policy 0410 / Nondiscrimination in District Programs and Activities.

15.3. Vendor acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, must be similarly accessible to the general public regardless of disabilities.

15.4. Vendor's employees, agents or volunteers who will have no contact or will have limited contact and will not interact with District students outside of the supervision and control of student's parents or District staff, are not required to meet criminal background check and subsequent arrest notification requirements under California Education Code § 45125.1. Vendor certifies that Vendor and its employees shall not have limited or frequent or prolonged contact with District students and will not interact with District students outside of the supervision and control of student's parents or District staff in the performance of the Agreement.

**16.** Waiver: The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**17.** California Law: This Contract and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Contract shall be commenced and maintained in Contra Costa County, California. Notwithstanding any provision to the contrary, this venue and jurisdiction provision shall control over any contradictory provision in the NVUSD Contract.

**18.** Independent Contractor: Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and not an employee of the District. Contractor shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Contractor or its agents and employees. Any terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as the means by which such a result is obtained. The District does not retain the right to control the means or the method by which Contractor performs work under this Agreement. If any governmental authority should, nevertheless, determine that Contractor is an employee, then the District's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Contractor and to the applicable governmental authority does not exceed the maximum amount specified in this Agreement. Contractor shall refund any amounts necessary to effect such reduction.

**19.** LIABILITY OF DISTRICT: DISTRICT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT PROVIDED TO CONTRACTOR UNDER THIS AGREEMENT. DISTRICT SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, IN CONNECTION WITH THIS AGREEMENT.

**20.** The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Contract.

**21.** The Parties acknowledge that this Contract is only binding once it is approved by the District's Governing Board.

**22.** This Contract may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the attorneys for all Parties to this Contract. Signature of copies and facsimile versions of this Contract shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF the District and Vendor have executed this Agreement, which was approved by the Board of Education on June 26, 2024.

**TASTY INDIAN PIZZA, INC.**

APPROVED:

Sukhjit Sandhu, President

6/21/24

Date

**FOR MT. DIABLO UNIFIED SCHOOL DISTRICT**

APPROVED:

Adrian Vargas, Chief Business Officer

Date

# APPENDIX 1

## NAPA VALLEY UNIFIED SCHOOL DISTRICT
## REQUEST FOR PROPOSAL FOR CHILD NUTRITION - PIZZA
## RFP# 2024-03-13

***Attached and incorporated by reference.***

**APPENDIX 2**
**Pricing Schedule**

| PRODUCT | PRICE/PIZZA |
|---|---|
| Cheese - 14 inch pizza | $8.95 |
| Pepperoni - 14 inch pizza | $8.95 |
| Combo - 14 inch pizza | $11.00 |
| Cheese - 16 inch pizza | $9.00 |
| Pepperoni - 16 inch pizza | $9.00 |
| Combo - 16 inch pizza | $11.00 |
| Cheese - Detroit-style pizza | $22.00 |
| Pepperoni - Detroit-style pizza | $22.00 |
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1. **INVOICES.** Invoices must include all of the following: invoice date, Purchase Order #, dates of service, detailed description of service, payment rate, total payment due, remit to address, Consultant name, and contact information.
    a. **Costs**: Must correlate payment to Contractor with provision of products detailed in Appendix A. The breakdown should list separately and in detail the rates pay, charges and expenses. Indirect fees/charges, fringe benefits, administrative cost, overhead costs and reference to insurance costs are prohibited.

## APPENDIX 3
## INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his or her agents, representatives, employees or sub-providers.

1. MINIMUM SCOPE OF INSURANCE:
    a. Commercial General Liability ("CGL"): Insurance with limits not less than two million dollars ($2,000,000.00) per occurrence and four million dollars ($4,000,000.00) in the aggregate. Insurance shall be written on an "occurrence" basis and be at least as broad as Insurance Services Office (ISO) Form CG 00 01, covering products and completed operations, property damage, bodily injury, personal & advertising injury, independent contractors, and broad from contractual liability.
    b. Sexual Abuse & Molestation Liability ("SAM"): Insurance with limits not less than two million dollars ($2,000,000.00) per occurrence and four million dollars ($4,000,000.00) in the aggregate. This coverage may be waived, in the District's sole discretion, if the Contractor has certified that it will have no physical contact or will have limited contact and will not interact with District Students outside of the immediate supervision and control of the student's parents or SFUSD staff in the performance of this Agreement.
    c. Automobile Liability ("AL"): Insurance with limits not less than one million dollars ($1,000,000.00) each accident Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired automobiles. The Parties understand and agree that the District shall rely upon the representations that the Contractor shall make in any such waiver.
    d. Workers' Compensation ("WC"): As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars ($1,000,000.00) per accident for bodily injury or disease.
    e. Professional Liability (Errors and Omissions Insurance): As appropriate to the Contractor's profession, with limits no less than one million dollars ($1,000,000.00) per claim, and two million dollars ($2,000,000.00) aggregate.
    f. Technology Errors and Omissions Liability: Technology errors and omissions liability coverage with limits of One Million Dollars ($1,000,000.00) per occurrence/claim. The policy shall, at a minimum, provide coverage for the following risks:
        i. Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personally identifiable information, such as, without limitation, name, address, social security number, protected health information, security codes, access codes, passwords, or personal identification numbers (PINs) stored or transmitted in electronic form, and shall include coverage for privacy notification costs, credit monitoring and regulatory fines & fees arising from such theft, dissemination and/or use of confidential information.
        ii. Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks.
        iii. Liability arising from the introduction of a computer virus into, or otherwise causing damage to the District's or a third party's computer, computer system, network, or similar computer-related property and the data, software, and

programs thereon.

iv. Liability arising from the failure of the technology services/product(s) provided pursuant to this Agreement.

g. Network and Cyber Security Liability: Network and cyber security liability coverage with limits of not less than One Million Dollars ($1,000,000.00) per occurrence/claim and an annual aggregate of Two Million Dollars ($2,000,000.00) covering liability arising from occurrences/claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, network security, and failure to render professional services. Such insurance shall also provide coverage for liability assumed under a contract.

2. REQUIRED ENDORSEMENTS

a. Additional Insured Status: Mt. Diablo Unified School District (the "District"), its Board, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

b. Primary and Noncontributory: With the exception of Workers' Compensation and Professional Liability insurance, for any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

c. Notice of Cancellation: The following requirement is only applicable for contracts in which the total compensation to the contractor is one million dollars ($1,000,000.00) or more. No policy required to be maintained by Contractor shall be canceled, non-renewed, or materially altered without thirty (30) days prior written notice to the District, except where cancellation is due to the nonpayment of premium(s) in which event, ten (10) days prior written notice to the District shall suffice.

d. Waiver of Subrogation

i. The waiver of subrogation applies to CGL, SAM, AL, and WC.

ii. Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

3. ADDITIONAL INSURANCE REQUIREMENTS

a. Claims Made Policies: If any of the required policies provide claims-made coverage:

i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

iii. If coverage is canceled or non-renewed, and not replaced with another

claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

b. Verification of Coverage: Prior to the commencement of services pursuant to this Agreement, Contractor shall furnish to the District, Certificates of Insurance and all applicable endorsements evidencing the insurance coverage and limits required herein. The District reserves the right to require complete copies of any required policy(ies) required hereunder at any time. Acceptance of the Certificates of Insurance by the District does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is the Contractor's responsibility to ensure compliance with these insurance requirements. Any actual or alleged failure on the part of the District to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the District, in this or any regard.

c. Certificate(s) of Insurance shall include the following: Certificate Holder: **Mt. Diablo Unified School District, 19366 Carlotta Drive, Concord, CA 94519**. Please email insurance documents with corresponding contract to: **Elizabeth McClanahan, Director of Purchasing & Warehouse, McClanahanE@mdusd.org.**

d. Umbrella or Excess Policy: Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions ("SIRs"), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

e. Acceptability of Insurers: Unless otherwise reviewed and accepted by the District, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and admitted to do business in California, or approved by the Surplus Lines Association.

f. Broader Coverage: If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

g. Severability of Interest: A severability of interest provision must apply for the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

h. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

i. Subcontractor Insurance: Should the Contractor use any subcontractor(s) to perform services under this Agreement, Contractor shall be responsible for ensuring that such subcontractor(s) procure and maintain insurance and limits appropriate to the nature and

scope of services provided. Contractor shall collect Certificates of Insurance evidencing coverage(s) and limits of insurance, and with the exception of Workers' Compensation and Professional Liability policies, the Contractor and the District shall be included as additional insureds for all ongoing and completed operations of the subcontractor(s).

j. District's Right to Modify Insurance Requirements: District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.--end--

NAPA VALLEY UNIFIED SCHOOL DISTRICT, FOOD SERVICE

# REQUEST FOR PROPOSALS

## FOR CHILD NUTRITION - PIZZA

**RFP# 2024-03-13**

**2023-2024 SCHOOL YEAR**

Napa Valley Unified
School District
Food & Nutrition
Department
Kristen Tekell, Director
II Food and Nutrition
707-253-3541
kristen_tekell@nvusd.org

**PIZZA**
**RFP# 24-03-13**

## NOTICE TO BIDDERS

The Napa Valley Unified School District ("District") is requesting bids (also referred to herein as "proposals" or "submittals") to provide student nutrition pizza for District locations for fiscal year 2023-2024, renewable for 1-year terms up to three years total.

Respondents (also referred to herein as "bidders" or "vendors") to this Request for Proposals ("RFP") should mail or deliver their proposal in an envelope marked "PIZZA" as further described herein, to:

Napa Valley USD Food Service Dept.
NOSH
1360 Menlo Ave.
Napa, CA 94558

**ALL RESPONSES ARE DUE NO LATER THAN**

**11:00 A.M., on April 19th, 2024.**

**Calendar of Events:**

| Event | Date | More Information |
|---|---|---|
| Release of RFP | April 4th, 2024 | Website: https://www.nvusd.org/nosh "More information" |
| Last day to submit question for clarification | April 15, 2024 | kristen_tekell@nvusd.org |
| Deadline for Submission | April 19, 2024 | 1360 Menlo Ave. Napa, CA 94558 |
| Evaluation Period | April 19, 2024 | |
| Notification of intent to Award | April 22, 2024 | |
| Approval by Board | April 25, 2024 | Board Meeting Date |
| Contract start date | April 29, 2024 | |

**Bid opening there-after at 11:00 A.M. Late submittals will not be accepted or considered. Fax or email responses will not be accepted.**

If you have any questions regarding this RFP please email Kristen Tekell at kristen_tekell@nvusd.org on or before April 15th, 2024 at 1:00 p.m.

The District reserves the right to reject any and all submittals. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. In no event will the District be responsible for the cost of preparing a response to this RFP. The District also reserves the right to waive any informalities or irregularities in received submittals.

## I. INTRODUCTION

The District is seeking bids in response to this Request for Proposals ("RFP") from vendors to provide **Student Nutrition Pizza** to school sites in the District, upon demand. At the District's option, the term may be renewed for two (2) additional one (1)-year terms. The District's requirements for pizza sizes, volume, and delivery requirements are set forth in **EXHIBIT "A"** attached to this RFP.

The District will choose the vendor who meets the objectives of the RFP and can provide the greatest overall benefit to the District based upon the information presented in the submitted bids. While price alone is not the sole basis for award, it remains the primary consideration when awarding a contract under the RFP method.

A complete response is required in order to be considered. Vendors are required to comply with applicable laws and regulations as well as the District's insurance requirements. The District reserves the right to reject any and all submissions and seek additional responses if the number or quality of responses does not meet the stated criteria.

## A. LIMITATIONS AND DISTRICT RIGHT TO REJECT

The District, in its sole discretion, reserves the right to:

- Accept or reject any and all submittals, or any portion or combination thereof;
- Contract with any entity responding to this RFP in whatever manner the District decides; and/or
- Waive any informality or non-substantive irregularity, technical defect, or clerical error not affected by law, as the interests of the District may require.

This RFP is not an offer by the District to contract with any party responding to this RFP. This RFP does not commit the District to select any entity and the District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. In no event will the District be responsible for any costs or expenses incurred in preparing and submitting responses to this RFP. The District's Board of Trustees is the sole judge of the responsibility of any bidder and the suitability of the equipment, supplies, and/or services proposed.

The Respondent's Proposal, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal with appropriate legal authority, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure.

The District reserves the right to add additional vendors for consideration after receipt of submittals if it is found to be in the best interest of the District. All decisions concerning firm selection will be made in the best interests of the District.

## B. FULL OPPORTUNITY

The District hereby affirms that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), Disabled Veterans Business Enterprises ("DVBE"), and minority and women business enterprises shall be afforded full opportunity to submit bids in response to this RFP and that no bidder will not be discriminated against on the basis of race, color, gender, sexual orientation,

political affiliation, age, ancestry, religion, marital status, national original, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

## C. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity responding to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process or the award of the contract(s) with any member of the District's governing board ("Board"), or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the firm submitting a proposal.

## I. SCOPE OF REQUIRED SERVICES

Although the full scope of services shall be stated in the final Agreement for Child Nutrition Pizza ("Agreement"), the selected vendor will be expected to be capable of fulfilling, at a minimum the following:

Furnish and deliver, upon demand, the quantities, sizes, and varieties of pizza & dough designated in the proposal or purchase order in accordance with the specifications and the sample furnished by the proposer and accepted by the District.

Child Nutrition pizzas provided by vendor must comply with the nutritional and ingredients specifications identified in the proposal, and consistent with samples supplied to and accepted by the District.

The District's form of Agreement is attached as **EXHIBIT "B"** to this RFP. The vendor's applicable scope of services will be set forth in further detail in the Agreement. The scope may be modified at the sole discretion of the District prior to execution by the selected firms or individuals. Any addenda or bulletins issues by the District during the time soliciting proposals shall be covered in the bid and shall be made a part of the Agreement.

## I. MINIMUM REQUIREMENTS

Selected vendor must comply with the product specifications in **EXHIBIT "A."** Vendor must agree to execute the District's form of Agreement attached to this RFP as **EXHIBIT "B"**. The vendor must complete and submit the Bid Form and Proposal attached as **EXHIBIT "C"** to this RFP.

## A. PRICING

Proposed prices shall be for per unit – for each individual pizza, for each

different size (i.e., whole individual, 14" and 16"). Any differences in pricing between the varieties (cheese, pepperoni, combo) shall be noted, if any. Taxes shall not be included in unit bid prices. The District will pay only the State sales and use taxes; however, California use tax will be paid to out- of-state vendors only when their permit number is shown on both their bid and invoices.

Any decrease in prices of the items listed in vendor's proposal shall be made to the District as long as the lower prices are in effect, but at no time shall the prices charged to the District exceed the prices provided in the Proposal. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the vendor to any other school district or other governmental agency in Napa County, for the products identified in the Bid Form and Proposal.

Invoices for materials delivered shall be submitted immediately in a form acceptable to the District, under the same firm name as shown on the Agreement. The successful vendor shall list separately any taxes payable by the District. The District shall make payment under the Agreement within forty-five (45) days after acceptance of the materials, supplies, and services pursuant to the Agreement, and approval of the invoices by the authorized District representative. Invoice payment terms will be computed either from the date of delivery and acceptance of all good/services ordered, or the date of receipt of correct and proper invoices, prepared in accordance with the terms of the purchase order, whichever date is later. Invoices will not be processed for payment until all items ordered are received. Payment is deemed to have been made on the date the District mails the warrant.

A payment is late only if invoice payment time exceeds the time allowed by the payment terms.

Invoices are checked regularly. Any discrepancies in pricing will require a credit for the price discrepancy and the pricing to be corrected in the system, to avoid future errors. Five (5) instances of inaccurate billing may result in termination of the contract for cause. Five (5) instances of unapproved substitution, without cause by manufacturer or nature, is also reason for termination of the contract for cause.

## B. DELIVERY

Time and manner of delivery are essential factors in proper performance under the Agreement. Unless otherwise specified in the Agreement, the successful vendor shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for deliveries, as may be specified in the Bid Form.

The acceptance by the District of late performance, with or without objection or reservations, shall not waive the right to claim damage for such breach, and shall not constitute a waiver of the requirements for the timely performance of any other vendor obligation.

**Delivery Sites**

| | | |
|---|---|---|
| **SCHOOL /SITE** | **ADDRESS** | **Telephone** |
| CENTRAL KITCHEN | 1360 MENLO AVE. NAPA, CA 94558 | 707-253-3541 |
| SHEARER ELEMENTARY | 1590 Elm Street, Napa 94559 | 253-3508 |
| ALTA HEIGHTS ELEMENTARY | 15 Montecito Blvd. Napa 94559 | 253-3671 |
| CANYON OAKS ELEMENTARY | 475 Silver Oak Trail, Am. Cyn 94503 | 265-2363 |
| NAPA JUNCTION ELEMENTARY | 500 Eucalyptus Drive, Am. Cyn. 94503 | 253-3461 |
| DONALDSON WAY ELEM. | 430 Donaldson Way, Am. Cyn 94503 | 253-3524 |
| NORTHWOOD ELEM. | 2214 Berks Street, Napa 94558 | 253-3471 |
| PUEBLO VISTA ELEMENTARY | 1600 Barbara Road, Napa 94558 | 253-3491 |
| WEST PARK ELEM. | 2315 West Park Ave., Napa 94558 | 253-3516 |
| PHILLIPS | 1210 Shetler Avenue, Napa 94559 | 253-3481 |
| NEW TECH HIGH SCHOOL | 920 Yount Street, Napa 94559 | 259-8557 |
| VALLEY OAK HS | 1600 Myrtle St, Napa 94558 | 253-3791 |
| STONEBRIDGE | 1019 2nd Ave, Napa, CA 94558 | (707) 252-5522 |
| AMERICAN CANYON HIGH SCHOOL | 3000 Newell Drive, Am. Cyn 94503 | 557-8300 |
| AMERICAN CANYON MS | 300 Benton Way, Am. Cyn 94503 | 259-8592 |
| NAPA HIGH SCHOOL | 2475 Jefferson Street, Napa 94558 | 253-3711 |
| VINTAGE HIGH SCHOOL | 1375 Trower Avenue, Napa 94558 | 253-3601 |
| UNIDOS MS | 1850 Salvador Avenue, Napa 94558 | 253-6813 |
| REDWOOD MS | 3600 Oxford Street, Napa 94558 | 253-3410 |
| SILVERADO MS | 1133 Coombsville Road, Napa 94558 | 253-3688 |
| | | |

## C. QUANTITY AND QUALITY

The successful vendor shall furnish and deliver the quantities, sizes, and varieties designated in **EXHIBIT "A"** under the Agreement. Vendor's products must comply with Child Nutrition ingredients and nutritional specifications indicated in **EXHIBIT "A."**

The quantities listed herein are estimates of consumption, only. The quantity is for information only and is not guaranteed beyond the provision that the successful vendor will be afforded the option of refusing to deliver in excess of 25% over the quantity specified. The needs of the District may be substantially more or less than the quantities stated.

All materials, supplies, or services furnished under the Agreement shall be in accordance with the District's specifications, the District sample or sample furnished by the proposer and accepted by the District. Materials or supplies which, in the District's opinion, are not in accordance and conformity with the District's specifications, shall be rejected and removed from the District's sites at the vendor's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the specifications or sample, the cost of such test shall be paid by the vendor. In its Bid Form and Proposal, the vendor must certify that all materials conform to all applicable requirements of CALOSHA and of all other requirements of law.

Pizzas must be individually boxed with vendor name imprinted or sticker with vendor's name. The selected vendor must be constant with regular volume indicated in the attached **EXHIBIT "A"** and be able to supply all orders placed by the District. Orders will be placed by 2:00 p.m. for delivery the next business day.

## D. SAFETY AND HEALTH STANDARDS

The successful vendor agrees to comply with the applicable provisions of the California Occupational Safety and Health Act of 1973 (Labor Code, section 6300 et seq.) and the standards and regulations issued thereunder. Food must be prepared according to the California Retail Food Law (Health and Safety Code, section 113700 et seq.). The successful vendor agrees to indemnify and hold harmless the District to any loss, damage, fine, penalty, or any expense whatsoever as a result of the successful vendor's failure to comply with the Act, and any standards or regulations issued thereunder.

## IV. CONFLICT OF INTEREST

Bidder shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

## V. ASSIGNMENT

Any contract resulting from this RFP and any amendments or supplements, rights, burdens, duties, or obligations, thereto shall not be assignable by the successful Proposer either voluntarily or by operation of law without the written approval of the District.

## VIII. BID SUBMISSION REQUIREMENTS

A. Vendors submitting bids in response to this RFP must use the Bid Form and Proposal attached as **EXHIBIT "C"** to the RFP. All prices and notations must be typed or written in ink. Written bids shall not be written in pencil. Mistakes may be crossed out and corrections inserted adjacent, but the corrections shall be initialed in ink by the person signing the bid. No corrections can be made after the time for opening written bids.

B. Bids should be verified before submission because the bid cannot be withdrawn or corrected after being opened. The District will not be responsible for errors or omissions on the part of the vendor in making up their written bids.

C. Vendors should submit 2 letters of reference from current or former partnerships with other school districts.

D. Submittals must include:
   a. Product Formulation Statements, Recipes, Nutritional information and ingredients lists for each variety of pizza submitted. This information must also be available as an electronic file.
   b. For bid opening, samples of the proposed products, free of cost to the District should be provided as follows:
      i. One 16" and one 14" round pizza, cut into 8 slices.
      ii. Samples must be plainly marked with name of bidder, bid number and date of bid opening.
      iii. Samples must meet the nutritional specifications of "Exhibit A"
      iv. Vendor must supply brand name of product(s). The sample submitted shall be the exact product the vendor proposed to furnish. Samples must be free of expense to the District. Samples of successful bidder may be retained for comparison with deliveries under the contract.
   c. Material Safety Data Sheets for each product which contains substances included on the list of hazardous substances published by the California Director Industrial Relations in the California Administrative Code, Title 8, Section 5194 (Hazard Communication).

E. Bids are to be submitted in sealed packages clearly marked on the outside of each package (1) the name of the vendor submitting the packet, and (2) the name and identification for the RFP.

F. Any vendor may withdraw their bid either personally or by a written request, at any time prior to the scheduled time for opening of the

bids. No vendor may withdraw their bid for a period of one hundred twenty (120) days after the date set for opening thereof.

G. Each proposal packet will be reviewed to determine its completeness prior to the actual evaluation. Vendors are expected to examine the conditions, specifications, and all instructions of the RFP. Failure to follow the terms herein will be at the vendor's risk. If a bidder does not respond to all categories requested, the bidder may be disqualified from further consideration. Bids shall be firm and not made contingent upon events or engineering which will not have occurred until after the bid is awarded. A bid response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar terms will be considered as noncompliant with that specific item.

## VIIII. EVALUATION CRITERIA

The District intends to select one of the Bidders - but reserves the right to select no Bidder or more than one Bidder to the extent allowed by law- that best meets the District's needs to perform the Services as described in this RFP. From the Bidders that provide Proposals to the District, the District may, at its discretion, interview some or all of those Bidders. One or more Bidders may be selected ("Successful Bidder"). The Successful Bidder will be selected based on the qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for these types of Services. Proposals will be evaluated separately and will be awarded to one or more Bidders based the highest scored Proposal. The evaluation criteria, descriptions and Point Scoring are listed below.

| Evaluation Criteria | Description | Max Points |
|---|---|---|
| Price | 100% of Points: Lowest price<br>80% of Points: Second lowest price<br>60% of Points: Third lowest price | 45 |
| Delivery Specifications | 100% of Points - Ability to deliver to designated sites in a timely manner that matches menu needs.<br>0 Points: Unable to deliver as specified. | 15 |
| Fresh and Local ingredients and Taste | 100% of Points: Fresh never frozen product with local ingredients. Local defined as California grown. Taste, appearance, and quality meet standards.<br>60% of Points: Local ingredients but product is frozen. Taste, appearance, and quality meet standards.<br>0 Points: No local ingredients and product is frozen. Taste, appearance, and quality do not meet standards. | 25 |

| | | |
|---|---|---|
| Food Safety and Controls | 100% of points: Bidder can provide evidence in form of a written Food Safety & Security Program for HACCP.<br>- Record-keeping program<br>- Staff are trained regularly in food safety procedures.<br>- Pest Control Procedures in place<br>- Facilities are inspected by accredited agencies.<br>- Prompt record of responding to any violations or concerns.<br>0 Points: No evidence of food safety practices in place. | 10 |
| Letters of Reference | 100% of points: Two good letters of reference from other school districts they work with. | 5 |

A. The District reserves the right to inspect the Successful Bidder's facilities prior to award of the contract and if representatives of the District determine after such inspection that vendor is not capable of performance satisfactory to the District, the bid will not be considered by the District.
B. The District may perform investigations of responding parties that extend beyond contacting the references identified in the bid. The District may request a firm to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.
C. In addition to responsiveness to the RFP, the award will be made with the following considerations: price; appearance; taste; and quality. The District reserves the right to award a contract to other than the lowest price.

# EXHIBIT "A"

## CHILD NUTRITION PIZZA SPECIFICATIONS

PIZZA VARIETIES

1. Cheese
2. Pepperoni
3. Combination
4. Cheese Detroit Style

SIZES

1. For elementary schools: 14" round, sliced into 8 equal pieces.
2. For middle schools and high schools: 16" round, sliced into 8 equal pieces.
3. Detroit Style Pizza to provide 2 oz eq of Grain and M/MA

NUTRITIONAL VALUE

1. Pizza crust must meet whole grain rich criteria.
2. No trans fats.
3. No high fructose corn syrup.
    a. 14" pizza must contain a minimum of 14 oz. of cheese per pizza.
    b. 16" pizza must contain a minimum of 16 oz. of cheese per pizza.
    c. Calorie equivalent must not exceed 450 calories per slice/calzone.
    d. Product Formulation Statements, Nutrition information and ingredients list for all products must be available as an electronic file.

VOLUME

a. Each school site shall place its orders by 2:00 p.m. for the next business day.
b. 14" round pizza volume can be up to 100 per day.
c. 16" round pizza volume can be up to 100 per day.
d. Detroit style pizza volume may be up to 100 per day.

GEOGRAPHY

a. All ingredients will be 100% sourced locally within California to the maximum extent practicable and appropriate.

**EXHIBIT "B"**

**AGREEMENT FOR CHILD NUTRITION PIZZA NAPA VALLEY UNIFIED SCHOOL DISTRICT**

This Agreement ("Agreement") is made and entered into as of the 17th day of April, 2024 by and between the Napa Valley Unified School District, ("District") and Tasty Indian Pizza ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

**Products and Services.** Vendor shall furnish and deliver the pizzas to the District's school sites, upon demand, as further detailed in **EXHIBIT "A"** attached hereto and incorporated herein by this reference ("Delivery Item(s)") in the quantities, sizes, and varieties designated in the bid or purchase order in accordance with the Bid Form and Proposal, specifications, and the sample furnished by the Vendor and accepted by the District ("Services"). Each school site ("Site") shall place its order for the Delivery Items by 2:00 p.m. for the next business day.

**Term.** Vendor shall commence providing Services under this Agreement on April 22nd 2024 through June 30, 2024 ("Term"), unless this Agreement is terminated and/or otherwise canceled prior to that time.

If mutually agreeable, the District reserves the right to renew the Agreement for two (2) additional one (1)-year terms. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original Agreement having been met to the satisfaction of the District. Each renewal will be made by notifying the Vendor, in writing, thirty (30) days prior to the expiration of the term then in effect.

**Submittal of Documents.** Vendor shall not commence the Services under this Agreement until the Vendor has submitted and the District has approved the certificate(s) and the endorsement(s) of insurance required as indicated below:

- ✓ Signed Agreement
- ✓ Workers' Compensation Certification
- ✓ Fingerprinting/Criminal Background Investigation Certification
- ✓ Insurance Certificates and Endorsements
- ✓ W-9 Form
- ✓ Certification Regarding Lobbying

Other: _____

**Compensation.** District agrees to pay Vendor according to the unit prices in Vendor's Bid Form and Proposal for the Delivery Items satisfactorily furnished and delivered pursuant to this Agreement. At no time during the Term shall the prices charged to the District exceed the price quoted on the written bid form for

**Accounting.** Invoices shall be furnished in triplicate and include delivery site, product name, quantity, unit size, and unit price. One (1) copy is to be kept by the distributor. Any decrease in prices of the Delivery Items listed in vendor's proposal shall be made to the District as long as the lower prices are in effect, but at no time shall the prices charged to the District exceed the prices provided in the Proposal. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the vendor to any other school district or other governmental agency in Napa County, for the Delivery Items. Invoices for Delivery Items delivered shall be submitted immediately in duplicate and in a form acceptable to the District, under the same firm name as shown on the Agreement. The Vendor shall list separately any taxes payable by the District and shall certify on the invoices that federal excise tax is not included in the unit prices listed in the invoices.

**Payment.** The District shall make payment under the Agreement within forty-five (45) days after acceptance of the materials, supplies, and services pursuant to the Agreement, and approval of the invoices by the authorized District representative. Invoice payment terms will be computed either from the date of delivery and acceptance of all good/services ordered, or the date of receipt of correct and proper invoices, prepared in accordance with the terms of the purchase order, whichever date is later. Invoices will not be processed for payment until all items ordered are received. Payment is deemed to have been made on the date the District mails the warrant.

**Late Payment.** A payment is late only if invoice payment time exceeds the time allowed by the payment terms.

Invoices are checked regularly. Any discrepancies in pricing will require a credit for the price discrepancy and the pricing to be corrected in the system, to avoid future errors. Five (5) instances of inaccurate billing may result in termination of the contract for cause. Five (5) instances of unapproved substitution, without cause by manufacturer or nature, is also reason for termination of the contract for cause.

**Additional Items.** During the Term of this Agreement, as the need for other products arises or new products are developed, the District reserves the right to add items to this Agreement. The price of such items shall be negotiated between the District and the Vendor using a similar unit pricing as the other Delivery Items and shall be subject to the terms and conditions of this Agreement. Vendor will provide the best pricing available based on type of item and quantity. Evidence and documentation of cost (at invoice price) will be provided by the Vendor upon District's request.

**Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of the Services herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

**Performance of Services.**

**Standard of Care.** Vendor represents that Vendor has the qualifications and ability to furnish and deliver the Delivery Items as specified, without the advice, control or supervision of District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. The District shall hold the Vendor responsible for any damage which may be sustained because of failure or neglect of the Vendor to comply with the terms or conditions listed herein with the terms of the Agreement.

**Sanitation.** All products shall be produced and handled in accordance with the best sanitary practices. Employees, equipment, and manufacturing plant shall meet state and county health department requirements to assure clean, sound and sanitary products.

**Delivery Time.** Vendor shall make deliveries to the Sites thirty (30) minutes prior to the specific Site's lunch service period.

**Inspection of Products Furnished.** All items furnished shall be subject to inspection and rejection by the District for spoilage defects, or non-compliance with the specifications. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the District and accepted. If a product is rejected at time of delivery, a credit is to be issued for the product or Vendor shall immediately remedy such defect in a manner satisfactory to District.

**Right to Inspect Vendor Facilities.** The District reserves the right to inspect the Vendor's facilities during the Term of the Agreement and if representatives of the District determine after such inspection that Vendor is not capable of performance satisfactory to the District, the Agreement can be terminated.

**Safety and Security.** It shall be the responsibility of Vendor to ascertain from, and comply with, the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.

**Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include acts for God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations superimposed after the fact.

**Ordering.** Orders will be placed online by each Site by no later than 2:00 p.m. the day before delivery is required according to their needs. Vendor may be required to alter orders daily. Orders should not be accepted for items that are not on the price request or unauthorized substitutions. If such unauthorized items are ordered and delivered it will be at the discretion of District's Child Nutrition personnel whether payment will be made to the Vendor for such items. The Director of Child Nutrition, Secretary to the Director of Child Nutrition, Food Service Account Clerk, Food Service Supervisors, and Central Kitchen Manager are the only authorized purchase agents for the District.

**Returns.** Vendor shall issue credit to the District for all products returned from the Sites, including damaged and decaying products.

**Audit.** Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and any renewals, and for five (5) years thereafter. Vendor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents. Proof of distributor's landing cost (distributor's invoice) will be required

upon request, within a two day period, for audit purposes only. Invoices are checked regularly.

**Termination.**

**For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for Services satisfactorily rendered to the date of termination. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner. District shall not be liable for any cost incurred after the thirty (30) days of such notice.

**With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- unsatisfactory product or service; or
- any reason determined to be detrimental to the health and welfare of students and school personnel; or material violation of this Agreement by the Vendor; or
- any act by Vendor exposing the District to liability to others for personal injury or property damage; or
- Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall cease and terminate. In the event of this termination, the District may secure the required services from another vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the Services pursuant to this Agreement, the Vendor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

**Indemnification.**
To the furthest extent permitted by California law, Vendor and its agents, officers and employees shall defend, indemnify, and hold harmless the District, its elected and appointed officers, agents, employees, volunteers, contractors and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which the District, its selected and appointed officers, agents, employees, volunteers, contractors and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of Vendor in the performance of, in connection with, as a result of, and in accordance with the terms of the Agreement. The District shall have the

right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement

**Insurance.**

The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

| Type of Coverage | Minimum Requirement |
|---|---|
| **Commercial General Liability Insurance**, Including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments<br>Each Occurrence General Aggregate | $ 1,000,000<br>$ 2,000,000 |
| **Automobile Liability Insurance - Any Auto**<br>Each Occurrence General Aggregate | $ 1,000,000<br>$ 2,000,000 |
| **Workers Compensation** | Statutory Limits |

**Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Vendor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

**Workers' Compensation.** In accordance with provisions of section 3700 of the Labor Code, the Vendor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

**Proof of Carriage of Insurance.** The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

All policies except the Workers' Compensation Insurance Policies shall be written on an occurrence form.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

**Assignment.** The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor without the written consent of the District's Governing Board. Notice is hereby given that the District will not honor any assignment made by Vendor unless the required written consent has been given.

**Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. All products must conform to the provisions set forth in the federal, state, county, and city laws for their production, handling, processing, marketing, and labeling. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on providing the Delivery Items as indicated or specified. If Vendor performs any Service that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.

**Anti-Discrimination.** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at

(800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by:

Mail:

U.S. Department of Agriculture
Director, Center for Civil Rights Enforcement
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

Fax: (202) 690-7442

Email: email: program.intake@usda.gov.

It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Vendor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all of its subcontractor(s).

**Fingerprinting of Employees.** Vendor shall submit a fully executed "Fingerprinting/Criminal Background Investigation Certification" in accordance with the requirements of Education Code section 45125.1. A form of this certification is appended to this Agreement.

**Tobacco-Free Environment.** All District sites have been designated as a tobacco-free environments. Smoking and the use of tobacco products is prohibited at all times on all areas of District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

**No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

**Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

**Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

**District:**

**Napa Valley Unified School District**
Food Service Office
1360 Menlo Ave.
Napa, CA 94558
707-253-3541
ATTN: Kristen Tekelil

**Vendor:**

[NAME] Tasty Indian Pizza Inc.
1936 N Texas St.
Fairfield, California 94533
[FAX]
ATTN: Sukhjit Sandhu (cj)

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery

thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

**Environmental Protection Agency Compliance.** In performance of this contract, the Vendor and District shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). [2 CFR 200 Appendix II(G)]

**Debarment and Suspension (Executive Orders 12549 and 12689).** Through its execution of this Agreement, Vendor certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).

**Byrd Anti-Lobbying Amendment.** Vendor certifies that it has submitted the Certification Regarding Lobbying that is attached to the Agreement.

**Buy American.** Vendor agrees to comply with California Public Contract Code section 3410 and 7 CFR 210.21(d) and a preference to U.S. Grown processed foods, produce, etc. shall be provided when economically feasible. 51 percent of the final processed end product must consist of agricultural commodities that were grown domestically.

**Energy Policy and Conservation Act Compliance.** In performance of this contract, the Vendor and District shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat 871).

**Conflict of Interest.**

a. Vendor shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. Vendor shall not hire any officer or employee of District to provide any supply or material by this Agreement without the prior approval of District Human Resources.

b. Vendor affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Vendor's family, business or financial interest and the supplies/materials provided under this Agreement, and in the event of change in either private interest or supplies/materials under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing.

c. Through its execution of this Agreement, Vendor acknowledges that it is familiar with the provisions of Government Code sections 1090 et seq. and sections 87100 et seq., and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Vendor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Vendor agrees it shall notify District in writing.

**Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

**California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

**Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

**Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

**Attorney Fees/Costs.** Should litigation or other legal proceeding be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own costs, litigation and collection expenses, witness fees, court costs and attorney's fees.

**Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

**Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

**Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authority and empowered to enter into this Agreement.

**Counterparts.** This Agreement and all amendments and supplements to it may

be executed in counterparts, and all counterparts together shall be construed as one document.

**Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20____

**Napa Valley Unified School District**

By: _____

Print Name: _____

Print Title: _____

Dated: April 17, 2024

Tasty Indian Pizza Inc.

By: [signature]

Print Name: Sukhjit Sandhu

Print Title: President

**Information regarding Vendor:**

Address: 1936 N. Texas St. Fairfield CA. 94533

_____

Telephone: 408 775-0299

_____

Facsimile:

cjsandhu7@gmail.com

E-Mail:

81-3045363

Employer Identification and/or Social Security Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Vendor to furnish the information requested in this**

_____ Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

X Corporation, State: ~~California~~ California

____ Limited Liability Company

____ Other:

## WORKERS' COMPENSATION CERTIFICATION

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:

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

I am aware of the provisions of Section 3700 of the Labor Code 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 provisions before commencing the performance of the Work of this Contract.

1. Date: April 17, 2024
2.
3. Name of Vendor: Tasty Indian Pizza Inc.
4.
5. Signature: [signature]
6.
7. Print Name and Title: Sukhjit Sandhu President

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

We have attached all Insurance papers.

## FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the Napa Valley Unified School District ("District") as follows:

- That I am a representative of Tasty Indian Pizza Inc. ("Vendor") under contract with the District;
  - That I am familiar with the facts herein certified; and
  - That I am authorized and qualified to execute this certificate on behalf of Vendor.

Vendor certifies that it has taken at least one of the following actions with respect to the Agreement (check all that apply):

✓ Vendor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor employees, agents, and volunteers who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Vendor employees, agents, and volunteers who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or

____ Pursuant to Education Code section 45125.2, Vendor certifies that all employees, agents, and volunteers will be under the continual supervision of, and monitored by, an employee of the Vendor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising is:

Name: _____

Title: _____

____ Vendor services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no Vendor employee, agent, or volunteer shall come in contact with District pupils.

Vendor's responsibility for background clearance extends to all of its employees, agents, and volunteers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Vendor.

Date: April 17, 2024

Name of Vendor: Tasty Indian Pizza Inc.

Signature: [signature]

Representative's Name: Sukhjit Sandhu

Representative's Title: President

**EXHIBIT "C"**

**BID FORM AND PROPOSAL**

To: Governing Board of Napa Valley Unified School District ("District")

From: Tasty Indian Pizza Inc.
(NAME OF VENDOR)

The undersigned affirms that he/she is a duly authorized agent of the Vendor with the authority to submit a bid on behalf of Vendor.

The undersigned has reviewed the form Agreement, including, without limitation, the Notice to Bidders and Request for Proposal, any Addenda, and agrees and proposes to furnish and deliver the products as specified by Napa Valley Unified School District Child Nutrition Department.

All items proposed shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county, city laws and ordinances for their production handling, processing, marketing, and labeling. All prepared products must be prepared without sulfating agents. Preference will be given to vendors subscribing to the produce Marketing Association Code of Ethics.

The undersigned agrees to furnish the products specified at the quoted unit price(s) and to comply with conditions of this document. The price per unit must remain firm for the full contract period, with the exception of any price decreases as explained in the Agreement and Request for Proposal.

**PRICING.** In the proposal, the undersigned understands:

a. The pricing methodology proposed must remain in effect for the term of the contract. The proposed pricing methodology will also be applied to any new products requested.

**PRICE PROPOSAL.**

a. Price per 14" pizza - cheese: $8.95; pepperoni: $8.95; Combo: $11

b. Price per 16" pizza - cheese: $9; pepperoni: $9 Combo: $11

c. Price per Detroit-style Pizza: $22 Cheese; pepperoni: $22;

IT IS UNDERSTOOD that if Vendor's bid is accepted by the District, Vendor will enter into the Agreement for Child Nutrition Pizza within seven (7) days to provide the products and services described therein.

The undersigned certifies that this bid is genuine and not sham or collusive or made in the interest or behalf of any person not herein named, and that Vendor has not submitted his or her bid price to any corporation, partnership, company, association, organization, 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.

The undersigned certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

The undersigned warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent representative of Vendor, to any officer or employee of the District with a view toward securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach of this warranty, the District shall have the right to terminate the contract, either whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which vendor agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the District provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

***Furthermore, the undersigned hereby certifies to the District that all representations, certifications, and statements made by Vendor, as set forth in this bid form, are true and correct and are made under penalty of perjury.***

Original Signature

Sukhjit Sandhu President
Name & Title (print)

4/17/24
Dat

e Vendor Name Tasty Indian Pizza Inc.

81-3045363
Taxpayer Identification Number

1936 N. Texas St. Fairfield CA 94533
Address

(408) 775-0299
Telephone Number/FAX Number

cjsandhu7@gmail.com
Email

If Bidder is a corporation, affix corporate seal.

Name of Corporation: Tasty Indian Pizza Inc.

President: Sukhjit Sandhu

Secretary: Sukhjit Sandhu

Treasurer: Sukhjit Sandhu

# CERTIFICATION REGARDING LOBBYING
## TO BE SUBMITTED WITH PROPOSAL

**INSTRUCTIONS: To be completed and submitted ANNUALLY by (1) any child nutrition entity receiving Federal reimbursement in excess of $100,000 per year and (2) potential or existing contractors/Vendors as part of an original Proposal, 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: NA | | Agreement Number: |
|---|---|---|
| Address of School Food Authority: NA | | |
| Printed Name and Title of Submitting Official: NA | Signature: | Date: |

**OR**

| Name of Vendor: NA | | |
|---|---|---|
| Printed Name and Title: NA | Signature: | Date: |

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

| 1. Type of Federal Action: | 2. Status of Federal Action: | 3. Report Type: |
|---|---|---|
| a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance<br><br>NA | a. bid/offer/application<br>b. initial award<br>c. post-award<br><br>NA | a. initial filing<br>b. material change<br><br>**For material change only:**<br>Year ____ quarter ___<br><br>Date of last report NA |

| 4. Name and Address of Reporting Entity: | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: |
|---|---|
| ____ Prime _____ Subawardee<br>Tier_____, if Known: NA<br><br>**Congressional District,** *if known*: | NA<br><br>**Congressional District,** *if known*: |
| **6. Federal Department/Agency:**<br><br>NA | **7. Federal Program Name/Description:** NA<br><br>CFDA Number, *if applicable*:<br>_____ |
| **8. Federal Action Number,** *if known:*<br><br>NA | **9. Award Amount,** *if known:*<br>$ NA |
| **10. a. Name and Address of Lobbying Registrant** *(if individual, last name, first name, MI):*<br><br>NA | **10. b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*<br><br>NA |

| | |
|---|---|
| **11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. | **Signature:** [signature]<br>**Print Name:** Sukhjit Sandhu<br>**Title:** President<br>**Telephone No.:** 408-775-0299 ~~4/17/24~~<br>**Date:** 8/17/24 |
| **Federal Use Only** | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** |

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
10. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
11.

    a. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    b. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

Item List Tasty Pizza

White Four: Wheat Flour Enriched (Wheat Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Malted Barley Flour

Wheat Flour: Whole Wheat Flour

King Arthur Flour: WHEAT FLOUR, MALTED BARLEY FLOUR, NIACIN, REDUCED IRON, THIAMINE MONONITRATE, RIBOFLAVIN, FOLIC ACID.

PZ-44 Dough Conditioner: Whey, L-cysteine hydrochloride

DiNapoli Pizza Sauce: Tomatoes, Tomato Puree, Onions, Extra Virgin Olive Oil, Sea Salt, Basil, Garlic, Spices and Citric Acid

Pizzaiolo Pizza Sauce: Vine-ripened fresh tomatoes, blend of extra virgin olive oil and sunflower oil, salt, oregano, granulated garlic, black pepper, and naturally derived citric acid.

Grande Cheese: pasteurized Milk, Cheese culture, salt, enzymes

Local Ingredients

Flour: will be from Petaluma from Central milling.

Sauce: is from Dinapoli which is Local.

All products are fresh and never frozen.

TASTY PIZZA®
INDIAN & ITALIAN

## Tasty Pizza Nutritional Facts School Year 2023-2024

## Cast Iron Detroit Pizza

| | |
|---|---|
| Grain/Bread | 2 WG |
| Meat/Meat Alternate | 2 M/M |
| Red/Orange Veg | ⅛ cup |

CJ Sandhu

03/07/23

### Nutrition Facts

Serving Size 1 slice (163g)
Serving per 12 Slices

Amount per serving
Calories 324

| | %Daily Value* |
|---|---|
| Total Fat 18g | 50% |
| Saturated Fat 8g | 24% |
| Trans Fat 0g | |
| Cholesterol 44 mg | 11% |
| Sodium 550g | 19% |
| Total Carbohydrate 23 | 29% |
| Dietary Fiber 1g | 4% |
| Sugar 1g | |
| Protein 17g | |

| | |
|---|---|
| Vitamin A 9% | Vitamin C 2.5% |
| Calcium 41% | Iron 7.5% |

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

Allergens:
Contains Gluten, Milk, Wheat.

Ingredients:
Flour, Whole Wheat (no yeast) (High Protein Wheat flour); Bread flour, Unbleached King Arthur, organic (Certified 100% Organic Unbleached Hard Red Wheat Flour, Enzyme*, or Certified 100% Organic Malted Barley Flour.); Oil Salad Canola (Organic Canola Oil); Sugar, granulated (sugar); Salt Granulated Iodize Round (Salt, Sodium Silicoaluminate, Dextrose, Potassium Iodide and Sodium Bicarbonate.); Removed in CN25 LEAVENING AGENTS,YEAST,BAKER'S,ACTIVE DRY (Yeast, Sorbitan Monostearate)); Cheese Block Mozzarella Low S; Pizza Sauce, Tasty Subs (Removed in CN25 SAUCE,PIZZA,CND,RTS; Sugar Granulated Xfine Cane (Sugar); Spice, Oregano dried (Oregano ); Spice Basil

**Formulation Statement for Documenting Grains in School Meals Required Beginning SY 2013-2014**
***(Crediting Standards Based on Grams of Creditable Grains)***

Product Name: Cast Iron Detroit Pizza

Code No.: 3605

Manufacturer: Tasty Pizza

Serving Size: 1 Slice Pizza 163 gram
(raw dough weight may be used to calculate creditable grain amount)

**I. Does the product meet the Whole Grain-Rich Criteria:** Yes X No____
*(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.)*

**II. Does the product contain non- creditable grains:** Yes_X__ No__ **How many grams:** 27.46 g
*(Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non- creditable grains may not credit towards the grain requirements for school meals.)*

**III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals).** *(Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight.)*
**Indicate to which Exhibit A Group (A-I) the Product Belongs:** B

| Description of Creditable Grain Ingredient* | Grams of Creditable Grain Ingredient per Portion[1] A | Gram Standard of Creditable Grain per oz equivalent *(16g or 28g)*[2] B | Creditable Amount A ÷ B |
|---|---|---|---|
| Whole Grain Flour | 34.54 | 16 | 2.15 |
| AP Flour | 27.46 | | |
| | | | |
| | | | 2.15 |
| Total Creditable Amount[3] | | | 2.00 |

Creditable grains are whole-grain meal/flour and enriched meal/flour.

1 (Serving size) **X** (% of creditable grain in formula). Please be aware that serving sizes other than grams must be converted to grams.

2 Standard grams of creditable grains from the corresponding Group in Exhibit A.

3 Total Creditable Amount must be rounded ***down*** to the nearest quarter (0.25) oz eq. Do ***not*** round up.

Total weight (per portion) of product as purchased 3 oz.
Total contribution of product (per portion) 2 oz. equivalent

I certify that the above information is true and correct and that a 3 oz. ounce portion of this product (ready for serving) provides 2 oz. equivalent Grains. I further certify that non-creditable grains **are not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

CJ Sandhu — President
Signature — Title

CJ Sandhu — 3/7/23 — (408) 775-0299
Printed Name — Date — Phone Number

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

Product Name: Cast Iron Detroit Pizza

Code No.: 3605

Manufacturer: Tasty Pizza

Serving Size: 1 Slice Pizza 143 gram

## I. Meat/Meat Alternate

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

| **Description of Creditable Ingredients per Food Buying Guide** | Ounces per Raw Portion of Creditable Ingredient | Multiply | Food Buying Guide Yield | Creditable Amount * |
|---|---|---|---|---|
| | | X | | |
| Cheese Mozzarella | 2 | X | 1 | 2 |
| A. Total Creditable Amount[1] | | | | 2.00 |

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the Food Buying Guide yield.

**II. Alternate Protein Product (APP)**

If the product contains APP please fill out the chart below to determine the creditable amount of APP. If APP is used, youmust provide documentation as described in Attachment A for each APP used.

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

*Percent of Protein As-Is is provided on the attached APP documentation.

**18 is the percent of protein when fully hydrated.

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

Total weight (per portion) of product as purchased 2 oz.

Total creditable amount of product (per portion) 2 oz.
(Reminder: Total creditable amount cannot count for more than the total weight of product)

I certify that the above information is true and correct and that a 2 ounce serving of the above product (ready for serving) contains 2.0 ounces of equivalent meat/meat alternate when prepared according to directions.

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

CJ Sandhu — President

Signature — Title

CJ Sandhu — 3/7/23 — (408) 775-0299

Printed Name — Date — Phone Number

TASTY PIZZA®
INDIAN & ITALIAN

## Tasty Pizza Nutritional Facts School Year 2023-2024

## Cast Iron Detroit Pizza Pepperoni and Cheese

| | |
|---|---|
| Grain/Bread | 2 WG |
| Meat/Meat Alternate | 2 M/M |
| Red/Orange Veg | ⅛ cup |

CJ Sandhu

03/07/23

### Nutrition Facts

Serving Size 1 slice (171g)
Serving per 12 Slices

Amount per serving
Calories 362

| | %Daily Value* |
|---|---|
| Total Fat 21g | 54% |
| Saturated Fat 10g | 25% |
| Trans Fat 0g | |
| Cholesterol 46 mg | 11% |
| Sodium 680g | 19% |
| Total Carbohydrate 22 | 24% |
| Dietary Fiber 1g | 4% |
| Sugar 1.5g | |
| Protein 17g | |

| | |
|---|---|
| Vitamin A 9% | Vitamin C 2.5% |
| Calcium 41% | Iron 7.5% |

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

Allergens:
Contains Gluten, Milk, Wheat.

Ingredients
Flour, Whole Wheat (no yeast) (High Protein Wheat flour); Bread Four, Unbleached King Arthur, organic (Certified 100% Organic Unbleached Hard Red Wheat Flour, Enzyme*, or Certified 100% Organic Malted Barley Flour.). Oil Salad Canola (Organic Canola Oil). Sugar, granulated (sugar); Salt Granulated Iodize Round (Salt Sodium Silicoaluminate, Dextrose, Potassium Iodide and Sodium Bicarbonate.); Removed in CN26 LEAVENING AGENTS,YEAST BAKER'S,ACTIVE DRY (Yeast, Sorbitan Monostearate)); Cheese Block Mozzarella Low S; Pizza Sauce, Tasty Subs (Removed in CN25 SAUCE,PIZZA,CND,RTS; Sugar Granulated Xtra Cane (Sugar); Spice, Oregano dried (Oregano.); Spice Basil Leaves; Copy of PEPPER BLACK; Seasoning Italian Herbs (Marjoram, thyme, rosemary, savory sage, oregano, basil )); Cheese, Mild Cheddar Shredded (Cheddar Cheese (Cultured Pasteurized Milk, Salt, Enzymes, Annatto (Color)), Anticaking Blend [Potato Starch, Cellulose, Natamycin (Natural Mold Inhibitor)]. Contains: Milk.); Beef and Pork Sliced Pepperoni (Pork And Beef, Salt, Contains 2% Or Less Of Water, Dextrose, Spices, Lactic Acid Starter Culture, Oleoresin Of Paprika, Garlic Powder, Sodium Nitrite, Citric Acid, Bha, Bht)

**Formulation Statement for Documenting Grains in School Meals Required Beginning SY 2013-2014**
***(Crediting Standards Based on Grams of Creditable Grains)***

Product Name: Cast Iron Detroit Pizza Pepperoni and Cheese  Code No.: 3823

Manufacturer: Tasty Pizza  Serving Size: 1 Slice Pizza 171 gram
(raw dough weight may be used to calculate creditable grain amount)

**I. Does the product meet the Whole Grain-Rich Criteria:** Yes X No____
*(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.)*

**II. Does the product contain non- creditable grains:** Yes_X__ No__ **How many grams:** 27.46 g
*(Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non- creditable grains may not credit towards the grain requirements for school meals.)*

**III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals).** *(Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight.)*
**Indicate to which Exhibit A Group (A-I) the Product Belongs:** B .

| Description of Creditable Grain Ingredient* | Grams of Creditable Grain Ingredient per Portion[1] A | Gram Standard of Creditable Grain per oz equivalent *(16g or 28g)*[2] B | Creditable Amount A ÷ B |
|---|---|---|---|
| Whole Grain Flour | 34.54 | 16 | 2.15 |
| AP Flour | 27.46 | | |
| | | | |
| | | | 2.15 |
| Total Creditable Amount[3] | | | 2.00 |

Creditable grains are whole-grain meal/flour and enriched meal/flour.

1 (Serving size) **X** (% of creditable grain in formula). Please be aware that serving sizes other than grams must be converted to grams.

2 Standard grams of creditable grains from the corresponding Group in Exhibit A.

3 Total Creditable Amount must be rounded ***down*** to the nearest quarter (0.25) oz eq. Do ***not*** round up.

Total weight (per portion) of product as purchased 3 oz.
Total contribution of product (per portion) 2 oz. equivalent

I certify that the above information is true and correct and that a 3 oz. ounce portion of this product (ready for serving) provides 2 oz. equivalent Grains. I further certify that non-creditable grains **are not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

CJ Sandhu  President
Signature  Title

CJ Sandhu  3/7/23  (408) 775-0299
Printed Name  Date  Phone Number

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

Product Name: Cast Iron Detroit Pizza Pepperoni and Cheese  Code No.: 3823

Manufacturer: Tasty Pizza  Serving Size: 1 Slice Pizza 171 gram

## I. Meat/Meat Alternate

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

| **Description of Creditable Ingredients per Food Buying Guide** | Ounces per Raw Portion of Creditable Ingredient | Multiply | Food Buying Guide Yield | Creditable Amount * |
|---|---|---|---|---|
| | | X | | |
| Cheese Mozzarella | 2 | X | 1 | 2 |
| A. Total Creditable Amount[1] | | | | 2.00 |

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the Food Buying Guide yield.

**II. Alternate Protein Product (APP)**

If the product contains APP please fill out the chart below to determine the creditable amount of APP. If APP is used, youmust provide documentation as described in Attachment A for each APP used.

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

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

Total weight (per portion) of product as purchased 2 oz.

Total creditable amount of product (per portion) 2 oz.
(Reminder: Total creditable amount cannot count for more than the total weight of product)

I certify that the above information is true and correct and that a 2 ounce serving of the above product (ready for serving) contains 2.0 ounces of equivalent meat/meat alternate when prepared according to directions.

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

CJ Sandhu  President
Signature  Title

CJ Sandhu  3/7/23  (408) 775-0299
Printed Name  Date  Phone Number

TASTY PIZZA®
INDIAN & ITALIAN

## Tasty Pizza Nutritional Facts School Year 2023-2024

## Pepperoni Pizza 16" Large

| | |
|---|---|
| Grain/Bread | 2 WG |
| Meat/Meat Alternate | 2 M/M |
| Red/Orange Veg | ⅛ cup |

CJ Sandhu

03/07/23

### Nutrition Facts

Serving Size 1 slice (165g)
Serving per 8 pizza

Amount per serving
Calories 360

| | %Daily Value* |
|---|---|
| Total Fat 21g | 53% |
| Saturated Fat 8g | 21% |
| Trans Fat 0g | |
| Cholesterol 46 mg | 14% |
| Sodium 593g | 25% |
| Total Carbohydrate 22.5 | 24% |
| Dietary Fiber 1g | 4% |
| Sugar 1g | |
| Protein 19g | |

| | |
|---|---|
| Vitamin A 6% | Vitamin C 2.5% |
| Calcium 42% | Iron 7.5% |

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

Allergens:
Contains Gluten, Milk, Wheat.

Ingredients:
Flour, Whole Wheat (no yeast) (High Protein Wheat flour), Bread flour, Unbleached King Arthur, organic (Certified 100% Organic Unbleached Hard Red Wheat Flour, Enzyme*, or Certified 100% Organic Malted Barley Flour.), Oil Salad Canola (Organic Canola Oil); Sugar, granulated (sugar); Removed In CN25 LEAVENING AGENTS,YEAST,BAKER'S,ACTIVE DRY (Yeast, Sorbitan Monostearate); Salt Granulated Iodize Round (Salt, Sodium Silicoaluminate, Dextrose, Potassium Iodide and Sodium Bicarbonate.)); Cheese Block Mozzarella Low S; Pizza Sauce, Tasty Subs (Removed In CN25 SAUCE,PIZZA,CND,RTS; Sugar Granulated Xfine Cane (Sugar); Spice, Oregano dried (Oregano.); Spice Basil Leaves; Copy of PEPPER,BLACK; Seasoning Italian Herbs (Marjoram, thyme, rosemary, sa

**Formulation Statement for Documenting Grains in School Meals Required Beginning SY 2013-2014**
***(Crediting Standards Based on Grams of Creditable Grains)***

Product Name: Pepperoni Pizza

Code No.: 3602

Manufacturer: Tasty Pizza

Serving Size: 1 slice Pizza 165 gram
(raw dough weight may be used to calculate creditable grain amount)

**I. Does the product meet the Whole Grain-Rich Criteria:** Yes X No____
*(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.)*

**II. Does the product contain non- creditable grains:** Yes_X__ No__ **How many grams:** 27.46 g
*(Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non- creditable grains may not credit towards the grain requirements for school meals.)*

**III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals).** *(Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight.)*

**Indicate to which Exhibit A Group (A-I) the Product Belongs:** B

| Description of Creditable Grain Ingredient* | Grams of Creditable Grain Ingredient per Portion[1] A | Gram Standard of Creditable Grain per oz equivalent *(16g or 28g)*[2] B | Creditable Amount A ÷ B |
|---|---|---|---|
| Whole Grain Flour | 34.54 | 16 | 2.15 |
| AP Flour | 27.46 | | |
| | | | |
| | | | 2.15 |
| Total Creditable Amount[3] | | | 2.00 |

Creditable grains are whole-grain meal/flour and enriched meal/flour.

1 (Serving size) X (% of creditable grain in formula). Please be aware that serving sizes other than grams must be converted to grams.

2 Standard grams of creditable grains from the corresponding Group in Exhibit A.

3 Total Creditable Amount must be rounded ***down*** to the nearest quarter (0.25) oz eq. Do ***not*** round up.

Total weight (per portion) of product as purchased 3 oz.
Total contribution of product (per portion) 2 oz. equivalent

I certify that the above information is true and correct and that a 3 oz. ounce portion of this product (ready for serving) provides 2 oz. equivalent Grains. I further certify that non-creditable grains **are not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

CJ Sandhu — President
Signature — Title

CJ Sandhu — 3/7/23 — (408) 775-0299
Printed Name — Date — Phone Number

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

Product Name: Pepperoni Pizza

Code No.: 3602

Manufacturer: Tasty Pizza

Serving Size: 1 Slice Pizza 165 gram

## I. Meat/Meat Alternate

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

| **Description of Creditable Ingredients per Food Buying Guide** | Ounces per Raw Portion of Creditable Ingredient | Multiply | Food Buying Guide Yield | Creditable Amount * |
|---|---|---|---|---|
| | | X | | |
| Cheese Mozzarella | 2 | X | 1 | 2 |
| A. Total Creditable Amount[1] | | | | 2.00 |

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the Food Buying Guide yield.

**II. Alternate Protein Product (APP)**

If the product contains APP please fill out the chart below to determine the creditable amount of APP. If APP is used, youmust provide documentation as described in Attachment A for each APP used.

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

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

Total weight (per portion) of product as purchased 2 oz.

Total creditable amount of product (per portion) 2 oz.
(Reminder: Total creditable amount cannot count for more than the total weight of product)

I certify that the above information is true and correct and that a 2 ounce serving of the above product (ready for serving) contains 2.0 ounces of equivalent meat/meat alternate when prepared according to directions.

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

CJ Sandhu — President
Signature — Title

CJ Sandhu — 3/7/23 — (408) 775-0299
Printed Name — Date — Phone Number

**INGREDIENTS**

INGREDIENTS: CRUST: ENRICHED FLOUR (WHEAT FLOUR, AP FLOUR,, WATER, YEAST, VEGETABLE OIL , CONTAINS 2% OR LESS OF: SUGAR, SALT, SEA SALT, DOUGH CONDITIONER. TOPPINGS: MOZZARELLA CHEESE , FAT REDUCED PEPPERONI (PORK, BEEF, WATER, TEXTURED VEGETABLE PROTEIN PRODUCT, SALT, LESS THAN 2% OF SPICES,: TOMATOES (WATER, TOMATO PASTE , CONTAINS 2% OR LESS OF: MODIFIED FOOD STARCH, SALT, DRIED GARLIC, SPICE, DRIED ONION

TASTY PIZZA®
INDIAN & ITALIAN

**Tasty Pizza Nutritional Facts School Year 2023-2024**
**Cheese Pizza 16" Large**

| | |
|---|---|
| Grain/Bread | 2 WG |
| Meat/Meat Alternate | 2 M/M |
| Red/Orange Veg | ⅛ cup |

CJ Sandhu

03/07/23

## Nutrition Facts

Serving Size 1 slice (163g)
Serving per 8 pizza

Amount per serving
Calories 314

| | %Daily Value* |
|---|---|
| Total Fat 17g | 48% |
| Saturated Fat 7g | 21% |
| Trans Fat 0g | |
| Cholesterol 36 mg | 10% |
| Sodium 439g | 18% |
| Total Carbohydrate 23 | 29% |
| Dietary Fiber 1g | 4% |
| Sugar 1g | |
| Protein 19g | |

| | |
|---|---|
| Vitamin A 7% | Vitamin C 2.5% |
| Calcium 41% | Iron 7.5% |

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

Allergens:
Contains Gluten, Milk, Wheat.

Ingredients: Flour, Whole Wheat (no yeast) (High Protein Wheat flour); Bread flour, Unbleached King Arthur, organic (Certified 100% Organic Unbleached Hard Red Wheat Flour, Enzyme*, or Certified 100% Organic Malted Barley Flour.); Oil Salad Canola (Organic Canola Oil); Sugar, granulated (sugar); Removed in CN25 LEAVENING AGENTS,YEAST,BAKER'S,ACTIVE DRY (Yeast, Sorbitan Monostearate); Salt Granulated Iodize Round (Salt, Sodium Silicoaluminate, Dextrose, Potassium Iodide and Sodium Bicarbonate.)); Cheese Block Mozzarella Low S; Pizza Sauce, Tasty Subs (Removed in CN25 SAUCE,PIZZA,CND,RTS; Sugar Granulated Xfine Cane (Sugar); Spice, Oregano dried (Oregano.); Spice Basil Leaves; Copy of PEPPER,BLACK; Seasoning Italian Herbs (Marjoram, thyme, rosemary, savory sage, oregano, basil ))

**Formulation Statement for Documenting Grains in School Meals Required Beginning SY 2013-2014**
***(Crediting Standards Based on Grams of Creditable Grains)***

Product Name: Cheese Pizza

Code No.: 3603

Manufacturer: Tasty Pizza

Serving Size: 1 slice Pizza 163 gram
(raw dough weight may be used to calculate creditable grain amount)

**I. Does the product meet the Whole Grain-Rich Criteria:** Yes X No____
*(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.)*

**II. Does the product contain non- creditable grains:** Yes_X__ No__ **How many grams:** 27.46 g
*(Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non- creditable grains may not credit towards the grain requirements for school meals.)*

**III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals).** *(Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight.)*
**Indicate to which Exhibit A Group (A-I) the Product Belongs:** B .

| Description of Creditable Grain Ingredient* | Grams of Creditable Grain Ingredient per Portion[1] A | Gram Standard of Creditable Grain per oz equivalent *(16g or 28g)*[2] B | Creditable Amount A ÷ B |
|---|---|---|---|
| Whole Grain Flour | 34.54 | 16 | 2.15 |
| AP Flour | 27.46 | | |
| | | | |
| | | | 2.15 |
| Total Creditable Amount[3] | | | 2.00 |

Creditable grains are whole-grain meal/flour and enriched meal/flour.

1 (Serving size) **X** (% of creditable grain in formula). Please be aware that serving sizes other than grams must be converted to grams.

2 Standard grams of creditable grains from the corresponding Group in Exhibit A.

3 Total Creditable Amount must be rounded ***down*** to the nearest quarter (0.25) oz eq. Do ***not*** round up.

Total weight (per portion) of product as purchased 3 oz.
Total contribution of product (per portion) 2 oz. equivalent

I certify that the above information is true and correct and that a 3 oz. ounce portion of this product (ready for serving) provides 2 oz. equivalent Grains. I further certify that non-creditable grains **are not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

CJ Sandhu — President
Signature — Title

CJ Sandhu — 3/7/23 — (408) 775-0299
Printed Name — Date — Phone Number

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

Product Name: Cheese Pizza

Code No.: 3603

Manufacturer: Tasty Pizza

Serving Size: 1 Slice Pizza 165 gram

## I. Meat/Meat Alternate

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

| **Description of Creditable Ingredients per Food Buying Guide** | Ounces per Raw Portion of Creditable Ingredient | Multiply | Food Buying Guide Yield | Creditable Amount * |
|---|---|---|---|---|
| | | X | | |
| Cheese Mozzarella | 2 | X | 1 | 2 |
| A. Total Creditable Amount[1] | | | | 2.00 |

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the Food Buying Guide yield.

**II. Alternate Protein Product (APP)**

If the product contains APP please fill out the chart below to determine the creditable amount of APP. If APP is used, youmust provide documentation as described in Attachment A for each APP used.

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

*Percent of Protein As-Is is provided on the attached APP documentation.

**18 is the percent of protein when fully hydrated.

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

Total weight (per portion) of product as purchased 2 oz.

Total creditable amount of product (per portion) 2 oz.
(Reminder: Total creditable amount cannot count for more than the total weight of product)

I certify that the above information is true and correct and that a 2 ounce serving of the above product (ready for serving) contains 2.0 ounces of equivalent meat/meat alternate when prepared according to directions.

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

CJ Sandhu — President

Signature — Title

CJ Sandhu — 3/7/23 — (408) 775-0299

Printed Name — Date — Phone Number

TASTY PIZZA®
INDIAN & ITALIAN

## Tasty Pizza Nutritional Facts School Year 2023-2024

## Combination Pizza 16" Large

| | |
|---|---|
| Grain/Bread | 2 WG |
| Meat/Meat Alternate | 2 M/M |
| Red/Orange Veg | ⅛ cup |

CJ Sandhu

03/07/23

### Nutrition Facts

Serving Size 1 slice (203g)
Serving per 8 pizza

Amount per serving
Calories 381

| | %Daily Value* |
|---|---|
| Total Fat 22g | 53% |
| Saturated Fat 8g | 21% |
| Trans Fat 0g | |
| Cholesterol 46 mg | 14% |
| Sodium 608g | 25% |
| Total Carbohydrate 23 | 24% |
| Dietary Fiber 1g | 4% |
| Sugar 2g | |
| Protein 20g | 20% |

| | |
|---|---|
| Vitamin A 6% | Vitamin C 2.5% |
| Calcium 42% | Iron 7.5% |

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

Allergens:
Contains Gluten, Milk, Wheat

Ingredients:
Flour, Whole Wheat (no yeast) (High Protein Wheat flour); Bread flour, Unbleached King Arthur, organic (Certified 100% Organic Unbleached Hard Red Wheat Flour, Enzyme*, or Certified 100% Organic Malted Barley Flour.); Oil Salad Canola (Organic Canola Oil); Sugar, granulated (sugar); Removed in CN25 LEAVENING AGENTS,YEAST,BAKER'S,ACTIVE DRY (Yeast, Sorbitan Monostearate); Salt Granulated Iodize Round (Salt, Sodium Silicoaluminate, Dextrose, Potassium Iodide and Sodium Bicarbonate )). Cheese Block Mozzarella Low S; Pizza Sauce, Tasty Subs (Removed in CN25 SAUCE,PIZZA,CND,RTS; Sugar Granulated Xfine Cane (Sugar); Spice, Oregano dried (Oregano.); Spice Basil Leaves; Copy of PEPPER,BLACK; Seasoning Italian Herbs (Marjoram, thyme, rosemary, savory sage, oregano, basil )); Mushroom, sliced (Mushroom); Olive, Whole, Pitted (Olives, Water, Sea Salt); Sausage, Crumble Italian (Pork , water , spices, salt,sugar, flavoring ); Bell Pepper, red (Red and Green Bell pepper); Onion, Red Sliced (Onion); Sliced Pepperoni

**Formulation Statement for Documenting Grains in School Meals Required Beginning SY 2013-2014**
***(Crediting Standards Based on Grams of Creditable Grains)***

Product Name: Combination Pizza

Code No.: 3827

Manufacturer: Tasty Pizza

Serving Size: 1 slice Pizza 203 gram
(raw dough weight may be used to calculate creditable grain amount)

**I. Does the product meet the Whole Grain-Rich Criteria:** Yes X No____
*(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.)*

**II. Does the product contain non- creditable grains:** Yes_X__ No__ **How many grams:** 27.46 g
*(Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non- creditable grains may not credit towards the grain requirements for school meals.)*

**III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals).** *(Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight.)*
**Indicate to which Exhibit A Group (A-I) the Product Belongs:** B .

| Description of Creditable Grain Ingredient* | Grams of Creditable Grain Ingredient per Portion[1] A | Gram Standard of Creditable Grain per oz equivalent *(16g or 28g)*[2] B | Creditable Amount A ÷ B |
|---|---|---|---|
| Whole Grain Flour | 34.54 | 16 | 2.15 |
| AP Flour | 27.46 | | |
| | | | |
| | | | 2.15 |
| Total Creditable Amount[3] | | | 2.00 |

Creditable grains are whole-grain meal/flour and enriched meal/flour.

1 (Serving size) **X** (% of creditable grain in formula). Please be aware that serving sizes other than grams must be converted to grams.

2 Standard grams of creditable grains from the corresponding Group in Exhibit A.

3 Total Creditable Amount must be rounded ***down*** to the nearest quarter (0.25) oz eq. Do ***not*** round up.

Total weight (per portion) of product as purchased 3 oz.
Total contribution of product (per portion) 2 oz. equivalent

I certify that the above information is true and correct and that a 3 oz. ounce portion of this product (ready for serving) provides 2 oz. equivalent Grains. I further certify that non-creditable grains **are not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

CJ Sandhu — President
Signature — Title

CJ Sandhu — 3/7/23 — (408) 775-0299
Printed Name — Date — Phone Number

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

Product Name: Combination Pizza  Code No.: 3827

Manufacturer: Tasty Pizza  Serving Size: 1 Slice Pizza 203 gram

## I. Meat/Meat Alternate

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

| **Description of Creditable Ingredients per Food Buying Guide** | Ounces per Raw Portion of Creditable Ingredient | Multiply | Food Buying Guide Yield | Creditable Amount * |
|---|---|---|---|---|
| | | X | | |
| Cheese Mozzarella | 2 | X | 1 | 2 |
| A. Total Creditable Amount[1] | | | | 2.00 |

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the Food Buying Guide yield.

**II. Alternate Protein Product (APP)**

If the product contains APP please fill out the chart below to determine the creditable amount of APP. If APP is used, youmust provide documentation as described in Attachment A for each APP used.

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

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

Total weight (per portion) of product as purchased 2 oz.

Total creditable amount of product (per portion) 2 oz.
(Reminder: Total creditable amount cannot count for more than the total weight of product)

I certify that the above information is true and correct and that a 2 ounce serving of the above product (ready for serving) contains 2.0 ounces of equivalent meat/meat alternate when prepared according to directions.

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

CJ Sandhu  President
Signature  Title

CJ Sandhu  3/7/23  (408) 775-0299
Printed Name  Date  Phone Number

**INGREDIENTS**

INGREDIENTS: CRUST: ENRICHED FLOUR (WHEAT FLOUR, AP FLOUR,, WATER, YEAST, VEGETABLE OIL , CONTAINS 2% OR LESS OF: SUGAR, SALT, SEA SALT, DOUGH CONDITIONER. TOPPINGS: MOZZARELLA CHEESE , FAT REDUCED PEPPERONI (PORK, BEEF, WATER, TEXTURED VEGETABLE PROTEIN PRODUCT, SALT, LESS THAN 2% OF SPICES,: TOMATOES (WATER, TOMATO PASTE , CONTAINS 2% OR LESS OF: MODIFIED FOOD STARCH, SALT, DRIED GARLIC, SPICE, DRIED ONION

# Tasty Pizza HACCP Plan

## 1. Hazard Analysis

Tasty Pizza's Hazard analysis requires managers to identify potential hazards in the food prep process that could lead to injury or illness. When they conduct a hazard analysis, all aspects of the food prep process and the flow of food need to be examined. **Time/Temperature Controlled for Safety (TCS) foods** are often identified during this step, as they are prone to bacterial growth and can pose a high risk of foodborne illness. Factors that can lead to hazards include how your food arrives, how it is stored, how it is handled, the **equipment in your kitchen**, the skill level of your employees, and whether you serve populations at higher risk for contracting foodborne illness.

- Serving foods without cooking need to be washed and stored at temperature under 40 degrees.
- Cooking food must be held at 140 degrees or higher
- Temperatures must be checked on cold equipment daily and must be under 39 degrees
- All orders that arrive must be sealed and at correct temperatures

## 2. Determine Critical Control Points

Critical control points (CCPs) are specific points in the food production process where hazards can be eliminated or reduced to acceptable levels. In most cases, CCPs are practices or procedures that can lead to **cross-contamination** when executed incorrectly. To minimize the risk of foodborne illness outbreaks, ask yourself if contamination can occur during a particular process, if you can prevent it through corrective action or steps

later in the food preparation process, and how to measure, monitor, and document CCPs. Monitoring helps ensure that CCPs are under control while measuring involves setting specific criteria to indicate whether a CCP is within acceptable limits. Tasty Pizza employees must Document temperatures of hot and cold items, as it helps to maintain records of monitoring results, corrective actions, and any other relevant information.

We've listed the common critical control points of a commercial kitchen below:

- Receiving food from your supplier with correct temperatures and sealed
- Storing food before preparation in correct areas
- Handling and preparing foods in the correct cleaning and temp.

### 3. Establish Critical Limits

Establishing critical limits involves setting minimum and maximum limits to remove or reduce hazards to a safe level. These limits serve as guidelines that are essential for maintaining food safety, and you must track them through measurement or observation. Critical limits should be quantifiable and observable, allowing for effective monitoring and control of the process.

Establishing critical limits provides Tasty Pizza staff with strict, easy-to-follow guidelines to keep food safe. They provide a framework for decision-making and help employees understand what actions are required to maintain food safety. Examples of measurable critical limits include the following:

- Temperature
- Time
- PH level

- Water activity
- Available chlorine

### 4. Establish Monitoring Procedures

Monitoring procedures provide real-time information about the CCPs in Tasty Pizza HACCP plan. It should be easy to perform, meet the specific needs of your establishment, and conform to the requirements of your local regulatory authority. This may involve using appropriate monitoring equipment, such as thermometers, pH meters, or time-temperature recording devices. By regularly monitoring these points, you can identify where, when, and with whom something went wrong, allowing you to take immediate corrective actions.

Assigning monitoring responsibilities to specific individuals is essential to ensure that the monitoring procedures are carried out consistently and correctly. These staff members, typically **restaurant managers**, should be trained on monitoring techniques to ensure the safety of your guests.

### 5. Establish Corrective Actions

Critical limits that aren't met, called deviations, must be dealt with promptly and effectively to maintain food safety standards.. To ensure accountability and proper implementation, clearly define your staff's roles and expectations and specify who is responsible for implementing corrective action.

### Immediate Corrective Action

Immediate corrective action involves addressing the deviation as it occurs to prevent potential harm.

- Throwing out spoiled foods
- Rejecting food deliveries that show signs of pest infestation
- Moving unrefrigerated perishable foods to cold storage

- Throwing out foods that have been in the temperature danger zone for more than four hours
- Sending an employee home if they are experiencing symptoms of foodborne illness

**Preventative Corrective Action**

Preventative corrective action focuses on identifying and addressing the issue at its root to prevent it from happening in the future. Listed preventative action examples below:

- Repairing or replacing damaged equipment, dishware, or glassware
- Replacing damaged food preparation surfaces
- Updating workplace procedures to improve food safety
- Appointing a food safety supervisor
- Providing your staff with comprehensive food safety training

**6. Establish Verification Procedures**

To maintain the effectiveness of your HACCP plan, you should evaluate its performance regularly. This evaluation process, known as verification procedures, involves examining the validity of your plan and how your workplace operates under it. By implement verification procedures the right way, you'll be able to determine whether or not your plan successfully prevents, reduces, and removes food safety hazards.

- Reviewing records
- Conducting internal audits
- Testing and sampling food and ingredients
- Performing training and competency assessments

**7. Recordkeeping and Documentation**

Keeping accurate records allows you to stay organized and effectively respond to food safety concerns, helping you track progress and making it

easy to identify areas of improvement. An accurate recordkeeping process can be time-consuming but is essential to any HACCP plan's success. Train employees so that they know what information to record, how to properly document it, and the significance of their role in ensuring food safety. Common records that are kept about a HACCP plan include the following:

- Time and temperature logs
- Logs of correction action
- Workplace checklists
- Workplace forms
- Employee training records
- Maintenance records
- 
- Standard operating procedures
- Supplier information
- Shipping invoices
- Spec sheets

**8. Pest Control Policy**

Pest control is crucial to making sure that the store is rodent and bug free. Employees must check store regularly for signs of infestation. Tasty Pizza has a policy to have a pest control company maintain the stores twice a month.

All reports must be kept for record of services and to show a bug free zone.

**9. Recall Procedure**

Any time there is a recall all product must be pulled and stored in a separate area. It must be labeled to identify that this product can not be used, must be returned or thrown away.

**AMENDMENT TO AGREEMENT**
**BETWEEN NAPA VALLEY UNIFIED SCHOOL DISTRICT AND**
**TASTY INDIAN PIZZA**

This Amendment ("Amendment") to the Agreement for Child Nutrition Pizza ("Agreement") between Napa Valley Unified School District ("District") and Tasty Indian Pizza ("Contractor" or "Vendor"), is dated as of this _20th____ day of ____May____, 2024 ("Effective Date"), by and between the District and Contractor. District and Contractor may be referred to in this Amendment singularly as a "Party" or collectively as the "Parties."

## RECITALS

1. The Parties entered into the Agreement dated April 17, 2024, pursuant to which Contractor agreed to provide District with Delivery Items, as defined below.

2. The Parties now desire to make certain clarifications and amendments to the Agreement as set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND THE MUTUAL COVENANTS CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

## AGREEMENT

1. RECITALS. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. SERVICES. The section of the Agreement titled "Products and Services" is hereby deleted in its entirety and replaced with the following language:

   **Products and Services.** Vendor shall furnish and deliver the pizzas to the District's school sites, upon demand, as further detailed in Exhibit A to the Agreement and in accordance with Vendor's updated pricing list which is attached hereto as Exhibit A to this Amendment and incorporated herein by this reference ("Delivery Items (s)") in the quantities, sizes, and varieties designated in the bid or purchase order in accordance with the Bid Form and Proposal, specifications, and the sample furnished by Vendor accepted by the District ("Services"). Each school site ("Site") shall place its order for the Delivery Items by 2:00 pm for the next business day.

3. TERM. Pursuant to the section of the Agreement titled "Term," District hereby exercises its right to renew the Agreement for an additional 1-year term. The term of the Agreement is therefore extended to June 30, 2025, unless terminated and/or cancelled prior to that time.

4. COMPENSATION. The section of the Agreement title "Compensation" is hereby deleted in its entirety and replaced with the following language:

**Compensation**. District agrees to pay Vendor according to the unit prices in Exhibit A to this Amendment for the Delivery Items which are satisfactorily furnished and delivered pursuant to this Agreement. At no time during the Term, July 1st, 2024, through June 30th, 2025, shall the prices charged to the District exceed the prices quoted in Exhibit A to this Amendment for the period of the Agreement.

5. MISCELLANEOUS.

a. The Agreement is modified by this Amendment and together, the Agreement and the Amendment constitute the entire understanding and agreement between the Parties, and no addition to, or modification of, any term or provision of the Agreement or the Amendment shall be effective unless it is set forth in writing, signed by the Parties, and is duly approved by the Parties.

b. Except as expressly modified by this Amendment, the Agreement shall continue in full force and effect according to its terms. The Parties ratify and affirm all their respective rights and obligations under the Agreement, and Amendment. In the event of any conflict between this Amendment and the Agreement, this Amendment shall control.

c. The undersigned, by their signatures, represent and warrant that they are authorized agents of their respective entities and are validly authorized to execute this Amendment on behalf of the entity that they purport to bind.

d. This Amendment shall become effective when it has been signed by both Parties and ratified by the District's Board of Trustees.

e. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. A facsimile or electronically-transmitted signature shall be sufficient to bind each party, subject to the term set forth herein.

IN WITNESS HEREOF, the Parties hereto have caused this Amendment to be executed as of the effective date first set forth above.

| NAPA VALLEY UNIFIED SCHOOL DISTRICT | CONTRACTOR |
|---|---|
| By _____ | By _____ |
| Name (PRINT) Rob Mangewala | Name (PRINT) Sukhjit Sandhu |

{SR834863}

Title Assistant Superintendent of Business Services

Date _____

Title President

Date 5/21/2024

**EXHIBIT A**
**UPDATED PRICING LIST**

**Price per 14'' pizza**
**$8.95 cheese, $8.95 pepperoni, $11.00 combo**

**Price per 16'' pizza**
**$9.00 cheese, $9.00 pepperoni, $11.00 combo**

**Price per Detroit-style pizza**
**$22.00 cheese, $22.00 peperoni**