BAKERSFIELD CITY SCHOOL DISTRICT

Eric Sabella
Director,
Nutrition Services
sabellae@bcsd.com

EDUCATION CENTER, 1300 BAKER STREET
BAKERSFIELD, CALIFORNIA 93305-4326
(661) 631-4733 FAX: (661) 322-8580

August 27, 2025

Dear Prospective Bidder,

The Bakersfield City School District is soliciting bids for Commercial Pizza. Bids will be received until ***Tuesday, September 16, 2025, at 11:00 a.m.*** Faxed bids will not be accepted. Bids shall be labeled Bid #25-08-02 Commercial Pizza as illustrated below. Date and time of bid opening shall appear on the bid envelope.

BID #25-08-02
COMMERCIAL PIZZA
DIRECTOR OF STORES AND PURCHASING
1300 BAKER STREET
BAKERSFIELD, CA, 93305

Bid opening: 9/16/2025 at 11:00 am

This bid will be an all or nothing award to the lowest responsive and responsible bidder. All items noted, or their equal, will be considered, and it is imperative that bidders clearly identify the brands, product numbers, package quantities, and unit prices for the items bid. Any ambiguities in your bid will be cause for rejection of that item. If there is any question as to the "or equal" nature of the alternate offering, please include product cut sheets along with the Substitution Request Form before 10:00 a.m., September 5, 2025 (see General Condition #4). Please review the attached General Conditions and Instructions for Bidding prior to preparing your bid.

Bid pricing shall remain fixed through October 31, 2026. If the vendor is unable to maintain pricing, the district shall be notified in writing 60 days prior to any price increase. Any price increases must be a result of and evidenced by documentation supporting manufacturer price increases.

All items must be bid on and delivered to the F.O.B. Bakersfield City Schools District designated school site as noted on purchase orders. Bid tabulations will be available ***after*** October 28, 2025, Board Meeting. Please visit the website: www.bcsd.com/purchasing/bids.

If you have any questions or concerns regarding this bid package, please e-mail Nichole Capellino capellinon@bcsd.com and Eric Sabella at sabellae@bcsd.com on or before September 5, 2025, at 10:00 a.m. An addendum, if needed, will be issued September 9, 2025. We look forward to receiving your bid.

Sincerely,

Eric Sabella

Eric Sabella
Director, Nutrition Services

BAKERSFIELD CITY SCHOOL DISTRICT

EDUCATION CENTER - 1300 BAKER STREET, BAKERSFIELD, CA 93305-4326

Department of Nutrition Services

GENERAL CONDITIONS AND BIDDING INSTRUCTIONS

COMMERCIAL PIZZA BID #25-08-02

1. All responses, to be considered for acceptance, shall be sealed and delivered to the Department of Stores and Purchasing Services, 1300 Baker Street, Bakersfield, California, 93305 on or before ***Tuesday, September 16, 2025,*** and will be opened and read publicly by the Director of Nutrition Services soon thereafter. Date and time of opening shall appear on the bid envelope. It is the bidder's responsibility to ensure the bid has been received on time. Late bids will not be accepted. The District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

2. All bids must be clearly signed in longhand with the company name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. Bid pricing is to be good through October 31, 2026. A successful bidder shall not be relieved of the bid submitted without the District's consent or the bidder's recourse to Public Contract Code Section 5100 et seq. No bidder may withdraw a bid for sixty (60) days after the date set for the opening of bids.

3. All prices or notations must be typed or written in ink on the enclosed BCSD Bid Sheets. Bids written with a pencil will not be accepted. Bids not presented on the BCSD bid form shall be disregarded (PCC 20111.5) Verify all quotations before submission, as they cannot be corrected after the bids are opened. Bidders are limited to one price per line item. Multiple bids by a single vendor will not be accepted unless alternative bids are called for.

4. References to specific brands, manufacturers, or product names, in this Commercial Pizza Bid are included solely to establish a standard of quality, and consistency for items such as pizza crusts, sauces, cheeses, toppings, and packaging materials used in foodservice operations, and do not restrict bidders to the named products. Equivalent products that meet or exceed the specified standards will be considered. Acceptable substitutions may include alternate dough types (par-baked or frozen), blended or low-moisture cheeses, commercial sauces, meat or plant-based toppings, and food-safe packaging. Bidders proposing substitutions must submit a completed Substitution Request Form with product specification sheets, ingredient or material descriptions, and product samples (at no cost to the District), where applicable. All substitution materials must be received by District Staff no later than 10:00 a.m. on September 5, 2025. The Board of Education reserves the sole right to evaluate and determine the quality, merit, and suitability of any proposed substitute based on factors such as taste, texture, appearance, handling, preparation, and compatibility with District foodservice operations.

5. A complete nutritional information sheet, full ingredient list, allergen statement, and, where applicable, a Child Nutrition (CN) Label or Product Formulation Statement (PFS) must be provided for all pizza products and related items. This documentation must be compliant with K-8 California Department of Education (CDE) and USDA regulations and requirements. All required documentation must be included with the bid packet at the time of submission. Failure to provide this documentation as part of the bid packet will result in disqualification from consideration. Any changes to the products must be updated immediately, and revised documentation must be submitted to District Staff prior to or at the time of the first delivery.

6. All items are to be bid, delivered, and set in place, F.O.B. Bakersfield City School District, as designated on the purchase order. No charge for containers, packing, draying, handling, or any other purpose will be allowed over and above the prices quoted. Return of products for quality purposes shall be free of all cost to the District.

7. Taxes shall NOT be included in the unit prices of the materials. The District will pay only the State sales and use taxes. Federal excise taxes do not apply to school districts.

8. This request does not commit the District to pay for any costs incurred in the submission of the bid or in making necessary studies or designs for the preparation thereof, nor to procure or contract for the services or material.

9. The successful bidder shall not be held responsible for delays in performance of the contract caused by strikes, lockouts, labor disturbances, lack of or failure by transportation, acts of the government or other causes similar to the foregoing which are beyond the control of and are not the fault of the bidder; provided however, that whenever the bidder shall claim that delays are due to any or all of the above-named causes he shall within five days after the occurrence of existing cause or causes of delay request extension of time from the Governing Board of the District; such request shall be in writing and shall state in detail the reason or reasons why the said cause or causes of delay will prevent timely delivery. If the Governing Board finds that an extension of time equal to the delay resulting from such cause or causes creates a hardship for the district, the Governing Board may, at its option, rescind the contract. Delays due to supply issues are not acceptable.

10. All food products provided under this contract must comply with the USDA Buy American Provision as required by the National School Lunch Act (7 CFR Part 210.21(d)). This provision mandates that all food products supplied be substantially grown, processed, and produced in the United States.

11. Vendors must certify that all products offered in this bid meet the Buy American requirements. If a non-domestic product is proposed, the bidder must submit a Buy American Exception Request, including documentation demonstrating that the domestic product is either not available in sufficient quantity or not reasonably available at a competitive price.

12. The Board of Education reserves the right to reject any or all bids and to waive any informality in the bidding.

13. Pursuant to Public Contract Code Sections 20118 and 20265, other school districts, public agencies, political subdivisions, municipalities and tax supported agencies in the State of California, including but not limited to Cities, Counties, County Office of Educations, State Agencies, and Public School Districts may purchase products and/or associated alternates under same terms and conditions of this bid. The District waives its right to require other districts to draw their warrant in favor of the district and authorizes each district/agency to make payments directly to the successful bidder.

14. If an awarded bidder defaults, the District may procure the materials or services from other sources, typically the 2nd place bidder, and may recover the loss occasioned thereby from any unpaid balance due the bidder or invoicing the successful bidder, by deducting amount from future invoices, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

15. Per Public Contract Code Section 20117, if two or more bids are identical in all respects, the district may determine by lot which bidder will be awarded the contract, or to the vendor who has offered the most consistent service and reliability in the past. This requirement applies to competitive bidding for the purchase, sale or lease of real property, supplies, material, equipment service, bonds, or the awarding of any contract.

16. The Bakersfield City School District has been designated as a drug, alcohol, and tobacco-free District. Tobacco (smoked or smokeless), drug, or alcohol use is prohibited at all times on all areas of District property.

17. Should any bidder question or protest the award of contract to the apparent low bidder(s), such question or protest must be furnished in writing to the Director of Purchasing no later than three (3) working days following the date of bid opening. Untimely protests will not be reviewed by the District and will be returned to the proposer. Such submittal must fully explain the basis or objection supported by all relevant information, facts, and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria). Bid protests will be reviewed by the Director of Purchasing and the Assistant Superintendent of Business Services. The affected proposer will be given an opportunity to rebut the evidence and present evidence that the proposer should be allowed to perform the work. The District will issue a written final decision within fifteen (15) days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution.

18. In connection with the execution of this contract, bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The bidder shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

19. The successful bidder shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this bid form, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District Governing Board. Notice is hereby given that the District will not honor any assignment made by the successful bidder unless the consent in writing, as indicated above, has been given.

20. Each bidder must return a fully executed Non-Collusion affidavit, as required by Public Contract Code section 7106, with the completed bid proposal. The non-collusion affidavit is included in this bid package along with Federal Certifications.

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

22. The vendor shall hold the Bakersfield City School District, its officers, agents, servants, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer, or agent, of any copyrighted composition, secret process, patented or unpatented invention, article of appliance furnished or used under this bid.

23. All pricing quoted herein shall remain firm through October 31, 2026. Price increases on renewal years may not exceed the percentage indicated on the Renewal Form. A price increase, if exercised, shall be fully justified by vendor and proved by a test of the market and/or submission of documents from the manufacturer. Percentage increases will be taken into account when reviewing the renewal options. At no time shall an increase exceed five (5) percent. In the event that the market conditions change resulting in a price decrease, it is expected that the successful bidder shall pass those savings onto the District.

24. Bidder agrees to comply with, and be bound by, and assist the District in ensuring compliance with, 2 CFR Section 200.322, as applicable. 2 CFR Section 200.322 required the bidder to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the greatest extent possible. This includes the initial melting stage through application of coatings for iron/steel, and for manufactured products composed in whole or in part of non-ferrous metals (aluminum, plastics, polymer products).

25. The successful bidder shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Successful bidder may be required to furnish certificates of insurance, naming Bakersfield City School District as additional insured, prior to start of work.

    - Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less than $1,000,000/$2,000,000 aggregate. Property Damage including auto (both owned and non-owned): Not less than $2,000,000 aggregate.

BAKERSFIELD CITY SCHOOL DISTRICT

EDUCATION CENTER - 1300 BAKER STREET, BAKERSFIELD, CA 93305-4326

Department of Nutrition Services

SPECIAL CONDITIONS AND INSTRUCTIONS

COMMERCIAL PIZZA BID #25-08-02

Bakersfield City School District is requesting Bids for Commercial Pizza. The District is comprised of 44 schools with an average enrollment of 29,000 students.

This is a one (1) year BID with two (2) one (1) year renewable options.

This will be an all or nothing award, Proposer must bid on all items to be considered responsive.

Quantities are for twelve (12) months, November 1, 2025, through October 31, 2026. This quantity is for information only and is not guaranteed.

1. BID on-site-to-site deliveries. See price sheet on page 6 to be submitted with BID.
2. BID pricing is to be extended to no more than four (4) decimal points.
3. Commercial Pizza shall be on a guarantee price for the year, November 1, 2025 - October 31, 2026, with price adjustments made only for Acts of God. The successful proposer shall notify the District in advance, so that the District may elect to order a cost-effective substitution. Request on each item separately.
4. Products must adhere to the District's Commercial Pizza specifications as noted – all U.S. No.1 or better grade quality. Price guaranteed except for Acts of God.
5. No delivery during school holidays and vacations and no delivery on Saturday and Sunday. (Upon award, the Nutrition Services will provide vendor with school vacation and holiday schedules)
6. All deliveries are to be placed, dropped/stored the designated storage area at each school location (list attached) during staff working hours. No dark drops.
7. All delivery tickets must be verified by the kitchen supervisor or designee. Requiring separate billing/delivery ticket for all Commercial Pizza orders placed for the National School Lunch/Breakfast program.
8. Credits for sub-standard products. (Exception – no credit to department for damaged or out-of- code products due to fault of customer, i.e. customer's refrigeration failure)
9. Delivery schedule to be pre-scheduled to coincide with school needs and existing route flow for proposer's best reduction of expenses, mileage and time.
10. The District reserve the right to add or remove other products as needed throughout the term of this contract. The District may add or remove sites as necessary and in no way will this change affect or make void the Contract.
11. Special circumstances may warrant deliveries to the Nutrition Services 2551 Morning Drive, Bakersfield, CA 93306. In such cases, one copy of the delivery tag shall be itemized and left with the warehouse supervisor or designee.

BAKERSFIELD CITY SCHOOL DISTRICT

EDUCATION CENTER - 1300 BAKER STREET, BAKERSFIELD, CA 93305-4326

Commercial Pizza Bid #25-08-02

***Bid Due**: Tuesday, September 16, 2025, by 11:00 a.m.* | ***Service Dates**: November 1, 2025 – October 31, 2026*

(Purchasing Department – Sealed Bids Only)

Instructions to Bidders

- Bid Each Item Separately – State brand and unit price. Use an asterisk (*) if the product differs from specifications.
- Formatting – Prices and notations must be typed or written in ink. Erasures are not allowed; corrections must be lined out, corrected, and initialed in ink by the signatory.
- Verification – Confirm bids before submission, no withdrawals or corrections after bid opening.
- Award Basis – Contract award will include all listed items.

Product Specifications

- Pizza Size: 16" round or equivalent rectangular
- Portion Size: Minimum 2 oz. meat/meat alternate + 2 oz. grain equivalent per slice
- Crust: Whole grain-rich; USDA meal pattern compliant
- Cheese: Low-fat, part-skim mozzarella or USDA-approved equivalent
- Toppings: Cheese, turkey pepperoni, or beef pepperoni
- Sauce: Low-sodium, no added sugar, tomato-based
- Documentation: CN Label or USDA-compliant Product Formulation Statement (PFS) required for each product

Estimated Annual Usage & Bid Pricing

Item	Size	Estimated Annual Quantity	Delivered Price Per Unit
Cheese Pizza	16”	2,000	$
Pepperoni Pizza	16”	14,000	$

Service Details

- Duration: Approximately 3–4 weeks per year
- Frequency: Served 4 days per week (16 service days total)
- Sites Served: 11 schools per day
- Daily Averages:
  - 100 Cheese Pizzas
  - 850 Pepperoni Pizzas

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

Company Name (print): _____ Address: _____

Representative (print): _____ Signature: _____

Email: _____ Telephone No. _____ Fax No. _____

BUY AMERICAN CERTIFICATION

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

Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United

States substantially (greater than 51%) using agricultural commodities that are produced in the United States.

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

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

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

Attach additional sheets if necessary

Name of Bidder: _____ Date: _____

Authorized Signature: _____

Title: _____

BAKERSFIELD CITY SCHOOL DISTRICT
Commercial Pizza Bid No. 25-08-02
Non-Collusion Declaration

STATE OF CALIFORNIA, COUNTY OF _____

Being first duly sworn, deposes and declares that he/she is _____
(Title)

Of _____
(Company Name)

The party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The bidder has not directly, or indirectly colluded, conspired, solicited, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I certify (or declare) under penalty or perjury under the laws of the State of California that the foregoing is true and correct,

_____
(Signature)

_____
(Typed Name)

And that this declaration is executed on _____ at _____, _____
(Date) (City) (State)

BAKERSFIELD CITY SCHOOL DISTRICT

Conflict of Interest Disclosure Statement

Bid: Commercial Pizza No. 25-08-02

Pursuant to federal and state procurement standards, vendors must disclose any actual, potential, or perceived conflicts of interest. A conflict of interest may include relationships with District employees, Board members, or any financial interest that may impair objectivity in carrying out a contract.

By signing below, the undersigned certifies that:

1. They have no current or prior employment, familial, or financial relationships with BCSD staff, Board members, or their immediate family members that could be perceived as a conflict of interest;
2. If such a relationship exists or arises, they will disclose it immediately in writing to the Director of Purchasing;
3. They will comply with all applicable conflict of interest statutes and regulations.

Vendor Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

BAKERSFIELD CITY SCHOOL DISTRICT

Department of Nutrition Services

20-DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/BID: Commercial Pizza Bid #25-08-02 OWNER: BCSD

This Drug-Free Workplace Certification is required pursuant to Government Code Section 8350 and following sections, and the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a state agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

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

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The person's or organization's policy of maintaining a drug-free workplace;
3. The availability of drug counseling, rehabilitation, and employee- assistance programs;
4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of work on the Project be given a copy of the statement required by subdivision **(a),** and that as a condition of employment on the Contract the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning

(a) The prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

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

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

Name of Contractor

Name (print): _____ Title: _____

Signature: _____ Date: _____

FEDERAL CERTIFICATIONS

The following certifications are required when using federal funds for the purchase or goods and services.

PROPOSER/VENDOR CERTIFICATION FORMS

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS - APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended for any contract resulting from this procurement process.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. *908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.*

Pursuant to Federal Rule (A) above, when federal funds are expended by Bakersfield City School District, Bakersfield City School District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? _____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of $10, 000)

Pursuant 7 CFR 1780.75, when federal funds are expended by a member district, the NCEPC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor , in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The NCEPC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if in its sole discretion that it is in the best interest of NCEPC to do so. The vendor will be compensated for work performed and accepted and goods accepted by any member district as of the termination date if the contract is terminated for convenience of the NCEPC.

Does vendor agree to abide by the above? ____ Initials of Authorized Representative of Vendor

(C) Clean Air Act (42 U.S. C. *7401-7671q.) and the Federal Water Pollution Control Act (33* U.S.C. *1251- 1387), as amended-Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to 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).*

Pursuant to Federal Rule (C) above, when federal funds are expended by a member district, the vendor certifies that during the term of an award for all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree?_____Initials of Authorized Representative of Vendor

(D) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM

Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (D) above, when federal funds are expended by a member district, the vendor certifies that during the term of an award for all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does vendor agree? ____Initials of Authorized Representative of Vendor

(E) Byrd Anti-Lobbying Amendment (31 U.S.C. *1352)-Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31* U.S.C. *1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award.*

Pursuant to Federal Rule (E) above, when federal funds are expended by a member, the vendor certifies that during the term and after the awarded term of an award for all contracts by a member district resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

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

Does vendor agree?____Initials of Authorized Representative of Vendor

IRAN CONTRACTING ACT

CERTIFICATION OF ELIGILITY TO BID FOR CONTRACTS OF $ 1 MILLION OR MORE
(Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

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

OPTION#1 -CERTIFICATION

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

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

OPTION #2 - EXEMPTION

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAIDFOR WITH FEDERAL FUNDS 2 CFR § 200.333

When federal funds are expended by a member district for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? ___Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by a member district for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? ____Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Company registered on SAM.gov? Yes _☐__ No _☐___

Address, City, State, and Zip Code: _____

Phone Number: _____Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____Date: _____

BAKERSFIELD CITY SCHOOL DISTRICT
NUTRITION SERVICES
SCHOOL SITES

Casa Loma	525 E. Casa Loma Dr. Bakersfield 93307	661-631-5204
Cato	4115 Vineland Rd. Bakersfield 93306	661-631-5249
Chavez	4201 Mesa Marin Dr. Bakersfield 93306	661-631-5874
Chipman	2905 Eissler St. Bakersfield 93306	661-631-5214
College Heights	2551 Sunny Lane Bakersfield 93305	661-631-5224
Compton	3211 Pico Ave. Bakersfield 93306	661-631-5234
Curran	1116 Lymric Way Bakersfield 93309	661-631-5244
Downtown	2021 M St. Bakersfield 93301	661-631-5924
Eissler	2901 Eissler St. Bakersfield	661-631-5254
Emerson	801 Fourth St. Bakersfield 93304	661-631-5264
Evergreen	2600 Rose Marie Dr. Bakersfield 93304	661-631-5930
Fletcher	9801 Highland Knolls Dr. Bakersfield 93306	661-631-5249
Franklin	2400 Truxtun Ave. Bakersfield 93301	661-631-5274
Frank West	2400 Benton St. Bakersfield 93304	661-631-5834
Fremont	607 Texas St. Bakersfield 93307	661-631-4545
Garza	2901 Center St. Bakersfield 93306	661-631-5294
Harding	3201 Pico Ave. Bakersfield 93306	661-631-5304
Harris	4110 Garnsey Ln. Bakersfield 93309	661-631-5314
Horace Mann	2710 Niles St. Bakersfield 93306	661-631-5364
Hort	2301 Park Dr. Bakersfield 93306	661-631-5334
Jefferson	816 Lincoln St. Bakersfield 93305	661-631-5344
Johnson	1001 10th St. Bakersfield 93304	661-631-5449
Lincoln	800 Chico St. Bakersfield 93305	661-631-5954

Longfellow	1900 Stockton St. Bakersfield 93305	661-631-5354
McKinley	601 Fourth St. Bakersfield 93306	661-631-5374
MLK	1100 Citadel St. Bakersfield 93307	661-631-5229
Mt. Vernon	2161 Potomac Ave. Bakersfield 93307	661-631-5384
Munsey	3801 Brave Ave. Bakersfield 93309	661-631-5394
Nichols	3401 Renegade Ave. Bakersfield 93306	661-631-5404
Noble	1015 Noble Ave. Bakersfield 93305	661-631-5414
Owens	815 Potomac Ave. Bakersfield 93307	661-631-5424
Pauly	313 Planz Rd. Bakersfield 93304	661-631-5434
Pioneer Drive	4404 Pioneer Dr. Bakersfield 93306	661-631-5454
Roosevelt	2324 Verde St. Bakersfield 93304	661-631-5464
Sequoia	900 Belle Terrace Bakersfield 93304	661-631-5944
Sierra	3017 Center St. Bakersfield 93306	661-631-5474
Stiern	2551 Morning Dr. Bakersfield 93306	661-631-4515
Thorner	5501 Thorner St. Bakersfield 93306	661-631-5494
Voorhies	6001 Pioneer Dr. Bakersfield 93306	661-631-5804
Washington	1101 Noble Ave. Bakersfield 93305	661-631-5814
Wayside	1000 Ming Ave. Bakersfield 93307	661-631-5824
William Penn	2201 San Emidio St. Bakersfield 93304	661-631-5444
Williams	1201 Williams St. Bakersfield 93305	661-631-5844

BID CHECK LIST
COMMERCIAL PIZZA

BID Opening: September 16, 2025 Time: 11:00 A.M.

Location: District Office, 1300 Baker Street, Bakersfield, CA 93305

BAKERSFIELD CITY SCHOOL DISTRICT CONTRACT DOCUMENTS
(Items checked are included in this BID package an must be returned and completed, if applicable, with the BID package)

- Production Specifications Page 6-7
- Buy American Certification Page 8
- Non-Collusion Declaration Page 9
- Conflict of Interest Disclosure Statement Page 10
- Drug Free Workplace Certification Page 11
- Federal Certifications Page 12-13
- Iran Contracting Act Page 14-15

THIS CHECKLIST IS TO BE SUBMITTED WITH THE BID PACKAGE. THE SIGNATURE OF THE PROPOSER SIGNIFIES THAT THE PROPOSER HAS REVIEWED COPIES OF ALL OF THE DOCUMENTS LISTED THAT ARE INCLUDED AS INDICATED BY X

_____ _____

SIGNATURE OF PROPOSER DATE