

COMPANY NAME: AWRG

**PROPOSAL FORM AND AGREEMENT**

A. Pursuant to the District's "Notice to Proposers – Invitation for Proposals" and the other documents relating thereto, the undersigned Proposer, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

**RFP NO. 1-2122**

**FRESH DAILY, PRE-BAKED READY TO SERVE DELIVERED PIZZA SERVICE**

| Item # | Description                                  | Proposal Unit Size   | Estimated Yearly Usage by Slice | Proposed Unit Pricing Per Slice for 2021-2022 |
|--------|--|--|---------------------------------|---|
| 1      | Pepperoni Pizza<br>Pre-baked, ready to serve | 16" Diameter Whole Pie<br>8 uniform cut slices                         | 110,000                         | \$ .97  |
| 2      | Pepperoni Pizza<br>Pre-baked, ready to serve | 16" Diameter Whole Pie<br>8 uniform cut <i>individual boxed</i> slices | 10,000                          | \$1.30  |
| 3      | Cheese Pizza<br>Pre-baked, ready to serve    | 16" Diameter Whole Pie<br>8 uniform cut slices                         | 60,000                          | \$ .97  |
| 4      | Cheese Pizza<br>Pre-baked, ready to serve    | 16" Diameter Whole Pie<br>8 uniform cut <i>individual boxed</i> slices | 5,000                           | \$1.30  |
| 5      | Pepperoni Pizza<br>Pre-baked, ready to serve | 14" Diameter Whole Pie<br>8 uniform cut slices                         | 4,000                           | \$ .925                                       |
| 6      | Pepperoni Pizza<br>Pre-baked, ready to serve | 14" Diameter Whole Pie<br>8 uniform cut <i>individual boxed</i> slices | 500                             | \$1.256                                       |
| 7      | Cheese Pizza<br>Pre-baked, ready to serve    | 14" Diameter Whole Pie<br>8 uniform cut slices                         | 20,000                          | \$ .925                                       |
| 8      | Cheese Pizza<br>Pre-baked, ready to serve    | 14" Diameter Whole Pie<br>8 uniform cut <i>individual boxed</i> slices | 4,000                           | \$1.256                                       |

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All in strict conformity with the RFP documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on file in the Purchasing Department of said District.

All responding proposers must meet the following minimum requirements. Mark a "X" under appropriate "Yes or No" column to certify compliance with the minimum requirements. Proposer must provide or meet:

| REQUIREMENTS   | YES | NO |
|--|-----|----|
| Have been in business for at least five (5) years with references provided showing successful business relationships with at least three (3) local public educational or public agencies with approximately fifteen (15) or more sites.  | ✓   |    |
| Provide samples listed below, at no charge to the District, delivered on <b>July 21, 2021 at 12:00PM PDT</b> for pass/fail taste test. <b>Failure to participate in taste test will deem your proposal non-responsive.</b><br><br>Pre-baked, ready to serve prepared to bid specifications and packaged in your company's pizza box as it would be delivered to our schools:<br><br><ul style="list-style-type: none"> <li>• One (1) 16" diameter pepperoni pizza, whole pie, 8 uniform cut slices</li> <li>• One (1) 16" diameter cheese pizza, whole pie, 8 uniform cut slices</li> <li>• One (1) 14" diameter pepperoni pizza, whole pie, 8 uniform slices</li> <li>• One (1) 14" diameter cheese pizza, whole pie, 8 uniform slices</li> </ul> | ✓   |    |
| Sites must be able to add on to their orders up to one day prior to delivery including additions and deletions to school sites. In cases where there is a power outage at a site (s) Site must be able to call morning of delivery to add additional orders. Order will be placed by each site according to their needs. <i>white dough product</i>  | ✓   |    |
| To add or delete order items on list   | ✓   |    |
| Automatic rebate system in place to efficiently handle automatic rebate programs offered by manufacturers?   |     | ✓  |
| Provide order confirmations within 1 business day of receiving order.  | ✓   |    |
| Own sufficient facilities and delivery trucks to be able to provide timely and complete orders as requested, including special deliveries on all items on the Proposal Form and Agreement.   | ✓   |    |
| Copy of proposer's Product Recall Program submitted with this RFP.   | ✓   |    |
| Copy of proposer's Disaster Contingency Plan submitted with this RFP.  | ✓   |    |
| Copy of proposer's Storage Policy submitted with this RFP.   | ✓   |    |

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| REQUIREMENTS   | YES | NO |
|--|-----|----|
| Are you in compliance with the mandates outlined in the Healthy Hunger Free Kids Act of 2010?  | ✓   |    |
| Follow-up on our incremental orders to ensure complete and on-time deliveries.   | ✓   |    |
| Product to be delivered in suitable trucks capable of maintaining product at proper temperatures as outlined in this RFP.  | ✓   |    |
| Ingredient lists and complete nutritional specification sheets with signatures as required by USDA for the National School Lunch Program for all items on this bid must be submitted with bid as outlined this RFP.  | ✓   |    |
| All vehicles and containers used for transporting foodsuffs must be kept clean and maintained in good repair and condition in order to protect product from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.<br><br>All vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary, designed to allow those temperatures to be monitored. Vehicles must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures as specified in this contract. | ✓   |    |
| Discounts: Do you offer payment discounts?<br><br>What are the terms? Please specify <u>30 Net. NO Discounts</u>   |     | ✓  |
| Contact Person: A contact person must be available, no later than 7:00 am, Monday through Friday for District to report delivery errors or lack of delivery to sites. Name of contact person and phone number must be provided:<br><br>_____   | ✓   |    |

- B. Order will be offered first to the winning proposer. If the winning proposer is unable to fulfill the order, the order will be offered to the second lowest proposer.
- C. It is understood that the District reserves the right to reject this proposal and that this proposal shall remain open and not be withdrawn for the period specified in the Notice Calling for Proposals.
- D. Proposer agrees to complete the order within seven (7) days after receipt of order.
- E. In submitting this proposal, the proposer offers and agrees that if the proposal is accepted, it will assign to District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods,

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materials, or services by the proposer for sale to the District pursuant to this bid. Such assignment shall be made and become effective at the time District tenders final payment. If the Proposer is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of CALIFORNIA and that Victoria Vybina whose title is VP of MARKETING authorized to act for and bind the corporation.

- F. It is understood and agreed that if, requested by the District, the Proposer shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition. Proposer hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Proposer shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Proposer's failure to comply strictly with the IRCA.
- G. The undersigned will grant the District the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Proposer should note any exceptions.

Extension option for term of July 1, 2022 through June 30, 2023  
☒ option granted ☐ option not granted

Extension option for term of July 1, 2023 through June 30, 2024  
☒ option granted ☐ option not granted

Both extensions  
granted at price  
increase not to  
exceed 3%

- H. The Proposer attests to having read and understands all documents contained and referenced in this RFP.

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I, Victoria Vybinov the VP of MARKETING (title) of  
the proposer hereby certify under penalty of perjury under the laws of the State of California  
that all the information submitted by the proposer in connection with this RFP and all the  
representations herein made are true and correct.


COMPANY

Name: Victoria Vybinov  
Signed By: VP of MARKETING  
Date: 7/27/29  
Business Address: 1 City Blvd West #750  
Orange, CA 92868  
Email: VVybinov@AWRG.org  
Phone No.: 702-290-2048

PARTNERSHIP

Name: \_\_\_\_\_  
Signed By: \_\_\_\_\_ Partner  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Other Partners: \_\_\_\_\_  
\_\_\_\_\_

CORPORATION

Name: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation\*)  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
 Signed by President\*\*

\* A corporation receiving the award shall furnish evidence of its corporate existence and evidence  
that the officer signing the Agreement and Bonds is duly authorized to do so.

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\*\* Or local official empowered to bind the corporation.

JOINT VENTURE

Name: \_\_\_\_\_

Signed By: \_\_\_\_\_, Joint Venturer

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Other Parties to Joint Venture: \_\_\_\_\_

If an individual: \_\_\_\_\_

(Signed)

Doing Business as: \_\_\_\_\_

If a Partnership: \_\_\_\_\_

Signed by: \_\_\_\_\_ Partner

If a Corporation: \_\_\_\_\_

(a \_\_\_\_\_ Corporation)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed including all contract documents as indicated and required to be submitted with this bid:

1. \_\_\_\_\_ Specifications and Requirements
2. \_\_\_\_\_ Proposal Form and Agreement
3. \_\_\_\_\_ Non Collusion Declaration in Accordance with Public Contract Code Section 7106
4. \_\_\_\_\_ Information Required of Proposer
5. \_\_\_\_\_ Suspension and Debarment Certifications
6. \_\_\_\_\_ Lobbying Certification
7. \_\_\_\_\_ Disclosure of Lobbying Activities
8. \_\_\_\_\_ Certification of Contractor Criminal Records Check
9. \_\_\_\_\_ Drug Free Workplace Certification
10. \_\_\_\_\_ Conflict of Interest
11. \_\_\_\_\_ Tobacco Use Policy

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- 12. ☐ Product Recall Program
- 13. ☐ Disaster Contingency Plan
- 14. ☐ Food Security and Safety Program
- 15. ☐ HACCCP Plan
- 16. ☐ Complete Nutritional Specification and Ingredient Sheets
- 17. ☐ Complete Nutrient Analysis
- 18. ☐ Iran Contracting Act

**CONTRACT TERM**

The term of this base contract begins July 1, 2021, through June 30, 2022, and may be extended by mutual written agreement of both parties upon Board approval, for a total contract term not to exceed three (3) years pursuant to Education Code.

Annual cost of services and products requested by District and provided by Proposer under this contract is estimated to be \$500,000.00. Actual expenditures will vary on availability of funds and District needs.

**AGREEMENT ACCEPTED BY DISTRICT**

Signed by: \_\_\_\_\_

Print Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: August 18, 2021