



| Board Office Use: Legislative File Info. | |
|--|---------|
| File ID Number | 25-1519 |
| Introduction Date | 6/25/25 |
| Enactment Number | |
| Enactment Date | |

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Devinder Kumar, Senior Executive Director, Nutrition Services Department

Meeting Date June 25, 2025

Subject Amendment No. 2 - Fresh Bakery Items Contract - The Bonami Baking Company - Nutrition Services Department

Ask of the Board Approval by the Board of Education of Amendment No. 2, Fresh Bakery Items Contract (RFP #22-135NS: Fresh Bakery Items K-12 Meal Program) and contract by and between the District and The Bonami Baking Company, Pittsburg, CA, to exercise the second of two one-year options, renewing the Contract, in the amount not to exceed \$425,000.00, decreasing the Agreement not to exceed amount from \$900,000.00 to \$475,000.00, and extending the term of the Agreement from the period, July 1, 2023 through June 30, 2025 to June 30, 2026. All other terms and conditions of the Agreement remain in full force and effect.

Background and Recommendation Approval of Amendment No. 2 - Fresh Bakery Items Contract with The Bonami Baking Company. Due to a decrease in the anticipated amount of purchasing, a decrease in the amount from the previous contract is hereby requested.

Term Start Date: July 1, 2023 End Date: June 30, 2026

Not-To-Exceed Amount \$475,000.00 2025/26 School Year

Competitively Bid Yes, RFP No. 22-135NS was awarded on June 7, 2023.

If the Service Agreement/Contract was not competitively bid and the not-to-exceed amount is more than \$1,750,000.00, list the exception(s) that applies (requires Legal review/approval and may require a resolution):

Funding Source(s) 5310/Child Nutrition School Program, in an amount not to exceed \$475,000.00.

Attachment(s)

- Amendment No. 2, Fresh Bakery Items Contract RFP No. 22-135NS
- Vendor Renewal Commitment Letter
- Supplier Updated Pricing
- 24-1523 - Amendment No. 1, Agreement - Fresh Bakery Items Agreement
- The Bonami Baking Company - Nutrition Services Department,
Enactment No. 24-1255, approved 6/26/24.



AMENDMENT NO. 2 to
Fresh Bakery Items Contract RFP No. 22-135NS
("Original Agreement")

This Amendment ("AMENDMENT") amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, "AGREEMENT"). Except as explicitly stated herein, all provisions and terms of the AGREEMENT remain unchanged and in full force and effect as originally stated.

1. The PARTIES hereby agree to amend the AGREEMENT as stated herein.

A. Services.

- The SERVICES are unchanged.
- The SERVICES have changed, as indicated below:
 - A description of the changes in the SERVICES is attached.
 - The changes in the SERVICES involve the following:

B. Term.

- The term of the AGREEMENT is unchanged.
- The term of the AGREEMENT has changed, as indicated below:
 - Original End Date: June 30, 2025
 - New End Date: June 30, 2026

C. Compensation.

- The not-to-exceed amount in the AGREEMENT is unchanged.
- The not-to-exceed amount in the AGREEMENT has changed as indicated below:

Original not-to-exceed amount is \$900,000.

The original not-to-exceed amount shall be increased by:

\$ _____

The original not-to-exceed amount shall be decreased by:

\$425,000.00

The new not-to-exceed amount is \$475,000.00.

- D. **Insurance.** To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms in the AGREEMENT regarding Commercial General Liability Insurance remain the same.
- E. **Suspension.** To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that if OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
- F. **Legal Notices.** To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the AGREEMENT. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.
2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.
4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AMENDMENT and to be bound by its terms and conditions:

VENDOR

Name: The Bonami Baking Company, Inc.
Signature: [Handwritten Signature]
Position: Secretary, C.F.O.
Date: 5/14/25

OUSD

Name: _____
Signature: _____
Position: _____
Date: _____

- Board President (for approvals)
- Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell
Signature: _____
Position: Superintendent and Secretary, Board of Education
Date: _____

Template approved as to form by OUSD Legal Department.



NUTRITION SERVICES DEPARTMENT

May 12th, 2025

[Tania Cuellar]

The Bonami Baking Company
380 E 10th St.
Pittsburgh, CA 94565

Subject: Renewal of RFP No. 22-138NS - Fresh Bakery Items

Dear [Tania Cuellar],

The Oakland Unified School District Nutrition Services Department (OUSD-NS) is requesting to renew RFP No. 22-138NS - Fresh Bakery Items for the upcoming 2025-26 school year with The Bonami Baking Company.

Price Increase Details (if applicable):

- No price increase
- Price increase of 5 % applied to all items
- Variable price increases as detailed in attached price list

Please sign and return this letter so that we may recommend for Board Approval.

- Accept renewal of contract File No. 25-0156 - Stoves, Ranges, and Holding Cabinet Repair and Maintenance Services commencing on July 1, 2025 and ending on June 30, 2026.
- Reject the renewal of contract File No. 25-0156 - Stoves, Ranges, and Holding Cabinet Repair and Maintenance Services.

Company Name

The Bonami Baking Co., Inc.

Authorized Company Representative Signature

Print Name

Tania Cuellar

Date

5/12/25



School Products 2025-2026

| PRODUCT | COUNT | PRICE |
|---------------------------------------|--------------|---------|
| 11220 3oz Baked Medium Cinnamon Rolls | Individually | \$1.20 |
| 15044 3oz Blueberry Muffin | Individually | \$1.20 |
| 15051 3oz Chocolate Muffin | Individually | \$1.20 |
| 24001 Frozen Medium Cinnamon Rolls | 96cs | \$72.60 |



| | |
|---|--------------|
| Board Office Use: Legislative File Info. | |
| File ID Number | 24-1523 |
| Introduction Date | 6/26/24 |
| Enactment Number | 24-1255 |
| Enactment Date | 6/26/2024 os |

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Roland Broach, Interim Executive Director, Nutrition Services

Meeting Date June 26, 2024

Subject Approval of Amendment No. 1 - Fresh Bakery Items Contract - The Bonami Baking Company - Nutrition Services Department

Ask of the Board Approval of Amendment No. 1 - Fresh Bakery Items Supply Agreement with The Bonami Baking Company, Nutrition Services Department

Background and Recommendation Approval by the Board of Education of Amendment No. 1 to Fresh Bakery Items Contract by and between Oakland Unified School District and The Bonami Baking Company, Pittsburg, CA, to exercise a one-year option to renew the Fresh Bakery Items Contract for the period, July 1, 2024 through June 30, 2025, for an annual amount not to exceed \$450,000.00.

No increase in the amount from the previous contract is hereby requested.

Term Start Date: July 1, 2024 End Date: June 30, 2025

Not-To-Exceed Amount \$450,000.00

Competitively Bid Yes, RFP No. 22-138NS was awarded on June 7, 2023
If the Service Agreement/Contract was not competitively bid and the not-to-exceed amount is more than \$1,750,000.00, list the exception(s) that applies (requires Legal review/approval and may require a resolution)

Funding Source(s) 5310 – Child Nutrition School Program, in an amount not to exceed \$450,000.00

Attachment(s)

- Amendment No. 1
- Updated Pricing
- 23-1028 – Request for Award of Bid and Approval of Fresh Bakery Items Contract

AMENDMENT NO. 1

to

Fresh Bakery Items Contract

RFP No. 22-138NS

This Amendment ("AMENDMENT") amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, "AGREEMENT"). Except as explicitly stated herein, all provisions and terms of the Agreement remain unchanged and in full force and effect as originally stated.

1. The PARTIES hereby agree to amend the AGREEMENT as stated herein.

A. Services.

The SERVICES are unchanged.

The SERVICES have changed as indicated below:

A description of the changes in the SERVICES is attached.

The changes in the SERVICES involve the following:

B. Term.

The term of the AGREEMENT is unchanged.

The term of the AGREEMENT has changed as indicated below:

Original End Date: June 30, 2024

New End Date: June 30, 2025

C. Compensation.

The not-to-exceed amount in the AGREEMENT is unchanged

The not-to-exceed amount in the AGREEMENT has changed as indicated below:

Original not-to-exceed amount is \$.

The original not-to-exceed amount

shall be increased by: N/A OR

The original not-to-exceed amount shall be decreased by: \$N/A

The new not-to-exceed amount is \$N/A

D. Insurance. To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two

million dollars (\$2,000,000) aggregate. All other terms in the AGREEMENT regarding Commercial General Liability Insurance remain the same.

- E. Suspension. To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that if OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
- F. Legal Notices. To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the Agreement. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.
2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
 3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.
 4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AMENDMENT and to be bound by its terms and conditions:

VENDOR

Name: The Bonami Baking Company

Signature:



Position: C.E.O, President

Date: 5/29/24

OUSD

Name: Benjamin Davis 6/27/2024

Benjamin Davis, President, BOE

Signature: Kyla Johnson-Trammell 6/27/2024

Position: Kyla Johnson-Trammell, Superintendent & Secretary, BOE

Date: Board President (for approvals)

Chief/Deputy Chief/Executive Director (for ratifications)

Position: Superintendent

Name: Kyla Johnson-Trammell

Signature: Date:

Template approved as to form by OUSD Legal Department



School Products 2024-2025

| PRODUCT | COUNT | PRICE |
|---------------------------------------|--------------|---------|
| 24001 Frozen Medium Cinnamon Rolls | 96cs | \$69.15 |
| 11220 3oz Baked Medium Cinnamon Rolls | Individually | \$1.15 |
| 15044 3oz Blueberry Muffin | Individually | \$1.15 |
| 15051 3oz Chocolate Muffin | Individually | \$1.15 |

| | |
|---|--------------|
| Board Office Use: Legislative File Info. | |
| File ID Number | 23-1025 |
| Introduction Date | 6/7/23 |
| Enactment Number | 23-1077 |
| Enactment Date | 6/7/2023 CJH |



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Amy Glodde, Interim Executive Director, Nutrition Services

Meeting Date June 7, 2023

Subject Request for Award of Bid and Approval of Fresh Bakery Items Contract

Ask of the Board Approval by the Board of Education to award bid (RFP No. 22-138NS: Fresh Bakery Items K-12 Meal Program) and contract between The Bonami Baking Company, Pittsburg, CA for the latter to provide fresh bakery products, as the responsible bidder in an amount not to exceed \$450,000.00, for one year commencing on July 1, 2023 with two (2) one-year options to renew upon further approval of the Board.

Background and Discussion The Nutrition Services Department provides meals to all students under California Universal Meals as defined in California Education Code section 49501.5. The District has an agreement with the California Department of Education Nutrition Services Division to provide meals under the National School Lunch and the Child and Adult Care Food Program. Grain based products are necessary purchases for these programs. On March 24, 2023, Nutrition Services advertised Request for Proposal (RFP) RFP No. 22-138NS. Three vendors responded to the RFP. This vendor was evaluated on the following criteria: cost of goods, taste, delivery, experience, safety and local geographic preference.

Fiscal Impact Funding resource(s): 5310 Child Nutrition School Program in an amount not to exceed \$450,000.00

Attachment(s)

- The Bonami Baking Company. Signed Agreement
- Notice of Intent to Award Bid RFP No. 22-138NS
- The Bonami Baking Company Response to RFP No. 22-138NS
- OUSD RFP No. 22-138NS

TEMPLATE AGREEMENT
Fresh Bakery (RFP # 22-135NS)

This Agreement (“Agreement”) dated as of July 1, 2023 (“Effective Date”), is made and entered into by and between the Oakland Unified School District (“OUSD”) and The Bonami Baking Company (“Vendor,” together with OUSD, the “Parties” or each individually a “Party”).

For the consideration stated below, the Parties hereby agree as follows:

1. **CONTRACT DOCUMENTS.** The complete Agreement includes and incorporates by reference herein all of the “Contract Documents” including: the Agreement, Request for Proposal Number #22-135NS (“RFP”) and Vendor’s Proposal in response thereto, Noncollusion Affidavit, Bidder’s Statement Regarding Insurance Coverage, Workers’ Compensation Insurance Certificate, Equal Opportunity Employment, Fingerprinting / Criminal Background Investigation Certification, Certificate of Independent Price Determination, Suspension and Debarment Certification, Iran Contracting Act of 2010 Compliance Affidavit, Good Food Purchasing Resolution, Good Food Purchasing Bidding Vendor Pledge, No Prohibited Interest/Conflict of Interest Declaration, Certificate Regarding Lobbying, Disclosure of Lobbying Activities, Proposal Signature Page Form, Specifications- Delivery Locations- Pricing Sheets, and all modifications, addenda, bulletins, and amendments.

2. **PROVISION OF Fresh Bakery Items.** Vendor was selected as the highest ranked proposer to provide the following: Fresh Bakery Items. The Fresh Bakery Items shall be delivered in strict accordance with local health and safety requirements, the Contract Documents and all provisions of the complete Agreement as herein defined. Vendor shall be liable to OUSD for any damages arising as a result of a failure to fully comply with this obligation, and Vendor shall not be excused with respect to any failure to fully comply with the requirements of the Contract Documents.

Subject to the power and authority of the District as provided by law in this Agreement, the District shall in all cases determine the quantity, quality, and acceptability of the materials and supplies for which payment is to be made under this Agreement.

Individual orders of Fresh Bakery Items will be placed on-line no later than one (1) business days prior to the next scheduled delivery date for orders less than 500 dozen. For orders that are more than 500 dozen will be placed seven (7) days prior to the next scheduled delivery date for orders. OUSD reserves the right to revise as necessary an order no later than 9:00 am the morning preceding any delivery. Each order placed by OUSD will include OUSD assigned order number for the product, quantity, approved product code and product description.

3. **TERM; EFFECTIVE DATE; AMOUNT OF AGREEMENT.** The term of this Agreement shall be for the 2023-2024 fiscal year, unless terminated earlier pursuant to Section 15 (Termination). This Agreement may be renewed by mutual agreement of the Parties for up to two (2) additional twelve (12) month periods not to exceed three (3) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of this Agreement having been met to the satisfaction of OUSD.

4. INSPECTION AND APPROVAL. Vendor agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Fresh Bakery Items.

- a. In accordance with Section 5 (Compensation), the Fresh Bakery Items must meet the approval of OUSD, and OUSD reserves the right to direct Vendor to correct any defects in the Fresh Bakery Items, in whole or in part, if OUSD, in its sole discretion, determines that the Fresh Bakery Items does not comport with this Agreement.
- b. If a product is rejected at time of delivery, a credit is to be issued for the product.
- c. Upon notification by OUSD, Vendor shall correct/resolve any shipping discrepancy no later than forty-eight (48) hours from the time of delivery to the ordering location, at no additional cost to OUSD. A notice of products failing to meet specifications may result in contract termination.

5. COMPENSATION. OUSD agrees to pay Vendor for satisfactorily delivering Fresh Bakery Items in accordance with this Section, Section 10 (Invoicing), and Exhibit A.

- a. The dollar amount of this Agreement shall not exceed \$450,000 per fiscal year. It shall be the responsibility of the Vendor to ensure that the approved not-to-exceed amount of the Agreement is not exceeded. Any products or services provided in excess of said amount shall not be compensated. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Vendor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs. Vendor shall provide all equipment, materials, and supplies necessary to complete delivery of the Fresh Bakery Items in accordance with this Agreement.
- b. OUSD shall not pay and shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor not described in Exhibit A.
- c. Payment for Fresh Bakery Items shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after Vendor submits an invoice to OUSD, in accordance with Section 10 (Invoicing), for Fresh Bakery Items actually delivered and after OUSD's written approval that Fresh Bakery Items were actually delivered. The granting of any payment by OUSD, or the receipt thereof by Vendor, shall in no way lessen the liability of Vendor to correct any defects with the Fresh Bakery Items, even if the defects were not apparent or detected at the time a payment was made.
- d. Vendor agrees that it shall not expect or demand payment for the delivery of Fresh Bakery Items delivered outside of the Term of this Agreement. Vendor acknowledges and agrees not to expect or demand payment for any Fresh Bakery Items delivered prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or

the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

- e. All shipments shall be made F.O.B. destination, Oakland, California. F.O.B. destination indicates that the seller is responsible for shipment until it is tendered to OUSD. OUSD will not pay for shipping and handling, nor shall OUSD pay for any fuel surcharges that are not indicated herein. If the material is not received within the time specified for delivery, it will be received at the discretion of OUSD. Should it be necessary to refuse delivery of any product(s), Vendor shall be responsible for the cost of retrieving same.

6. **PRODUCT SUBSTITUTION.** Vendor may not supply substitutions, brand changes, or reformulations of products without the written authorization by OUSD. If during the course of this Agreement there is a manufacturer's brand change or reformulation of the product, the Vendor shall not automatically substitute the product. Vendor shall submit a Child Nutrition Label and/or product specification sheet, Product Formulation Statement, Nutrition Facts, Ingredient Lists, and/or other pertinent product information as deemed by OUSD for approval prior to further shipment. OUSD shall be the sole judge of whether the product(s) are acceptable. Additionally, the price of any authorized substitute product must be equal to or less than the contracted price of the item being replaced.

7. **QUANTITY AND QUALITY OF MATERIALS AND SERVICES.** Vendor shall furnish and deliver the products /services designated by this Agreement. All materials, supplies or services furnished under the Agreement shall be in accordance with the District specifications, the District sample, or the sample furnished by the Vendor and accepted by the District. Materials or supplies which, in the opinion of the District, are not in accordance and conformity with the District's specifications shall be rejected and removed from the District's premises at Vendor's expense. All items of equipment and individual components, where applicable standards have been established shall be listed by the Underwriter Laboratories, Inc., (UL) and bear the UL label.

8. **PAYMENT DOES NOT IMPLY ACCEPTANCE OF PRODUCTS.** No payment shall in any way lessen the liability of Vendor to remedy or replace unsatisfactory work, service, products, equipment, or materials, if the unsatisfactory character of such work, service, products, equipment or materials was not detected at the time of payment. Service, products, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the District and in such case must be remedied or replaced by Vendor pursuant to section 4. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.

9. **DELIVERIES TO DISTRICT.** Food items should be clearly labeled and palletized by school name. The Vendor shall be responsible for delivery to all school locations designated by the District (F.O.B. Destination). The number and location of delivery sites is subject to change. The District will provide Vendor with a schedule of deliveries. The Vendor shall furnish all labor, materials, costs incurred and equipment necessary for the delivery of items specified herein to the District's facilities on a scheduled basis. All work shall be performed in a thorough and workman-like manner under the administration of, and to the approval of the District. Two copies of an itemized delivery form will be left with the site representative. Shortages, damaged and unacceptable items will be noted on the delivery slip. Items not accepted must not be billed to the

District. The District reserves the right to reject any product. The Vendor shall notify OUSD's Nutrition Services Department at least 72 hours prior to the regular delivery of any unfilled order to allow sufficient time to order a substitute item. Emergency next day deliveries may occasionally be required.

10. INVOICING. Invoices furnished by Vendor under this Agreement must be in a form acceptable to OUSD.

- a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: Vendor name, Vendor address, invoice date, invoice number, purchase order number, name of school or department to which Fresh Bakery Items were delivered, date(s) of delivery, brief description of Fresh Bakery Items, the total invoice amount, and the basis for the total invoice amount.
- b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform Vendor of the missing items; Vendor shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
- c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD is not responsible to pay untimely invoices.
- d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify Vendor in writing and the new or modified requirements shall be mandatory upon receipt by Vendor of such notice.
- e. All invoices furnished by Vendor under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
- f. Vendor shall issue credits for products that do not meet the District's standards such as: Product shortage upon delivery; product quality; food safety and/or sanitation; specifications set forth in the RFP/bid.

11. ALLOWABLE COSTS. The costs incurred by Student Nutrition Services for the benefit of school children are deemed allowable within the National School Lunch Program. Allowable cost will be paid from the nonprofit school food service account to the Vendor net of all discounts, rebates and other applicable credits accruing to or received by the Vendor or any assignee under the contract to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority. (7 CFR 210.21(f)(1)(i)). The Vendor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or that the Vendor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. (7 CFR 210.21(f)(1)(ii)).

12. DOCUMENTATION. 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. Any and all documents, books, records, invoices, and/or quotations of District's purchases shall be made available, upon demand, in an easily accessible manner for a period of at least five (5) years from the end of the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the District, State, and Federal representatives and auditors in accordance with Federal regulations. Vendor must ensure that any such records held by a subcontractor are likewise subject to these provisions. The District may require written documentation of those items, which are covered by the Child Nutrition Program. Additional information may be required, and must be provided, upon request by the District, regarding the National Labeling and Education Act (NLEA) of 1990. Vendor shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and other data related to Fresh Bakery Items covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor consents otherwise. In the event that OUSD discovers through its contract monitoring process or formal auditing process that materials or products were priced incorrectly, Vendor agrees to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the noncompliance.

13. FOOD SAFETY. Vendor shall comply with all federal, state, and local mandates regarding food safety and Vendor is expected to have adequate controls in place to ensure the safety of the food and beverages provided.

- a. "Best Served On" Information. Vendor shall provide a "best served on" date or "use by" date for all Fresh Bakery Items products. Vendor shall follow appropriate procedures for First In, First Out (FIFO) stock rotation system.
- b. Deliver Vehicle Conditions. All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.
- c. Packing, Crating, Cartage. The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated by OUSD. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases of packages may be rejected and returned for credit or immediate replacement at no cost to OUSD for product or freight. Cases or products shall be clearly and legibly labeled with product name, code, weight, and count. All costs for containers shall be borne by Vendor.
- d. Product Quality Controls. All products must follow the specifications indicated. All products must be fresh, unless otherwise specified. All Fresh Bakery Items must be sealed in airtight packaging. In the event of product quality failure, provision must be made for pickup, exchange, and issuance of appropriate credit.

Product shelf life shall not be less than twelve (12) working days prior to the code date indicated on the products. Products should be dated, showing a “produced on” or “pull” date. Vendor certifies that no preservatives will be used in the preparation of products.

- e. Product Recalls. If a product recall is instituted on an item that has been furnished and delivered to OUSD, Vendor must immediately notify OUSD with all pertinent information regarding the recall. Vendor must provide 100% traceability for all items affected by a recall.
- f. Refrigeration. All Fresh Bakery Items that is required to be delivered refrigerated shall be delivered in refrigerated trucks maintaining goods at 41 degrees Fahrenheit or less. Temperature logs must be provided as requested by OUSD.
- g. Safety and Sanitation. All articles delivered under this Agreement must conform to the Safety Orders of the State of California, Division of Industrial Safety. Vendor shall provide Material Safety Data Sheets (MSDS) upon request by OUSD. During all stages of processing, distribution, storage and delivery, products shall be kept in an environment to maintain freshness, quality, shelf life, and nutritional value and be in accordance with current USDA Guidelines and safe food handling practices. OUSD will only receive products that meet all food safety and sanitation requirements; therefore, OUSD may at any time:
 - i. Inspect deliver trucks for any signs of contamination;
 - ii. Check all expiration and “best if used by” dates;
 - iii. Use thermometers to check temperatures;
 - iv. Accept products only at acceptable temperatures; and/or
 - v. Reject unacceptable items.

14. CONTRACTOR DEFAULT; REMEDIES. If the Vendor fails to fulfill its obligations under this Contract, such failure shall constitute an event of default. On or after any event of default, District shall have the right to exercise its legal and equitable remedies, including without limitation, the right to: (a) seek specific performance of all or any part of this Contract, (b) terminate this Contract at no cost to District in accordance with Section 15 (“Termination”) herein; or (c) exercise any other legal or equitable remedy. In addition, District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of the Vendor any event of default. Vendor shall pay to District on demand all costs and expenses incurred by District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. District shall have the right to offset from any amounts due to Vendor under this Contract or any other contract between District and Vendor all damages, losses, costs or expenses incurred by District as a result of such event of default and any liquidated damages due from Vendor pursuant to the terms of this Contract or any other contract between District and Vendor. Any such offset by District will not constitute a waiver of any other remedies the District may have against Vendor for financial injury or otherwise. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

15. TERMINATION.

{SR792702}

- a. In the event of Vendor default pursuant to Section 14 (“Contractor Default; Remedies”) of this Contract, wherein Vendor fails to perform any of its obligations under this Contract, in addition to any other remedies available to the District, the District through the Purchaser may terminate this Agreement, and all of the Vendor 's rights hereunder shall end. Termination shall be effective thirty (30) days after Vendor receipt of written notice of termination from the District delivered pursuant to Section 34 (“Notice to the Parties”). No new work will be undertaken, and no new deliveries will be made, as of the effective date of termination. In the event of termination for cause, the Vendor shall be paid for those services performed under this Contract to the satisfaction of the District up to the effective date of the termination. However, pursuant to Section 14 (“Contractor Default; Remedies”) herein, District may offset from any such amounts due Vendor any costs to District arising from Vendor’s default and may otherwise demand payment from Vendor of such costs.
- b. The District may terminate this Contract prior to expiration of the term without cause and without penalty, in whole or in part for District’s convenience and without cause at any time by giving Vendor thirty (30) days written notice of such termination. The notice shall specify the date on which termination shall become effective. In no case shall the termination become effective in fewer than thirty (30) days from the date that the notice is deemed received pursuant to Section 34 (“Notice to the Parties”). The District reserves the right to immediately terminate the awarded contract if the circumstances are detrimental to the health and welfare of the students and/or school personnel, the quality of services are seriously affected, or the vender ceases operations.

In event of termination for convenience, Vendor will be paid for those services performed, or deliveries made, pursuant to this Contract and to satisfaction of District up to the specified date of termination. In no event will District be liable for costs incurred by Vendor after the specified date of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on this Contract, post-termination employee salaries, post-termination administrative expenses, or any other costs which is not reasonable or authorized under this Section.

16. TAXES. The District is exempt from federal excise tax except on articles for resale. Vendor will enter state and local sales or use tax, and excise tax if applicable on invoices, but neither should be included in any invoice presented for payment. Payment of any taxes, including California Sales and Use Taxes, levied upon this Contract, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Vendor and at no additional cost to the District.

17. INSURANCE.

- a. Without in any way limiting Vendor’s liability pursuant to the “Indemnification” section of this Agreement, prior to award, Vendor shall procure and maintain during the full term of this Agreement, at the Vendor’s expense, insurance acceptable to the District and as follows:

- i. Vendor shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, for sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against Vendor. The policy shall protect Vendor and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
 - ii. Vendor shall procure and maintain, at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.
- b. All policies shall provide thirty (30) days advance written notice to the District of cancellation, nonrenewal or reduction in coverage to the following office:
 - Oakland Unified School District
 - Attn: Risk Management
 - 1000 Broadway, Suite 440
 - Oakland, CA 94607
- c. If any policies are written on a claims-made form, Vendor agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for the period of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.
- d. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.
- e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this

Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

- f. Before commencing any operations under this Agreement, Vendor must provide the District with the certificates of insurance, an endorsement showing the additional insured policy, all with insurers satisfactory to the District, evidencing all coverage set forth above, and shall furnish complete copies of policies promptly upon the District's request. Vendor also understands and agrees that the District may withhold payment for products / services performed for any violations of the insurance provisions of this Agreement.
- g. Approval of the insurance by the District shall not relieve or decrease the liability of Vendor hereunder.

18. Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Section 5 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD 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 items delivered in connection with this Agreement.

19. Indemnification.

- a. To the fullest extent permitted by California law, Vendor shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses whatsoever arising out of Vendor's or the Vendor Indemnified Parties' negligence, willful misconduct, or breach of any provision(s) of this Agreement. Vendor also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, Vendor, or subcontractor furnishing work, services, or materials to Vendor arising out of the performance of this Agreement. Vendor shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at Vendor's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that Vendor proposes to defend OUSD Indemnified Parties.
- b. To the fullest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless Vendor, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("Vendor Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's gross negligence or willful misconduct.

20. Damage. Vendor shall be held responsible for any breakage, loss of OUSD's equipment or supplies through negligence of Vendor or Vendor's employees while working on OUSD's premises. Vendor shall be responsible for restoring/replacing any equipment or facilities so

damaged. Vendor shall immediately report to OUSD any damages to the premises resulting from services performed under this Agreement.

21. INDEPENDENT CONTRACTOR. Vendor or any agent or employee of Vendor shall be deemed at all times to be an independent contractor and not an employee of the District. Vendor shall be wholly responsible for the manner in which it performs the services required by District under this Contract. Vendor or any agent or employee of Vendor shall not have employee status with the District, nor be entitled to participate in any plans, arrangements, or distributions by District pertaining to or in connection with any retirement, health, or other benefits that District may offer its employees. Vendor or any agent or employee of Vendor is liable for the acts and omissions of itself, its employees and its agents. Vendor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including but not limited to, FICA, income tax withholdings, unemployment compensation, insurance and other similar responsibilities related to Vendor's performing services and work, or any agents or employee of Vendor providing same. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Vendor or any agent or employee of Vendor. Any terms in this Contract referring to direction from District shall be construed as providing for direction as to policy and the result of Vendor's work only, and not as to the means by which such a result is obtained. District does not retain the right to control the means or the method by which Vendor performs work under this Agreement. If any governmental authority should, nevertheless, determine that Vendor is an employee, then the District's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Vendor and to the applicable governmental authority does not exceed the maximum amount of compensation specified in this Agreement. Vendor shall refund any amounts necessary to effect such reduction.

22. COMPLIANCE WITH LAW. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Vendor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 or 45125.2, confidentiality of records, Education Code section 49406 and others. Vendor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach. Without limiting the generality of the foregoing, Vendor agrees to comply with all provisions of Education Code section 45125.1 or 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Vendor shall not permit any employee to have any contact with OUSD pupils until such time as Vendor has verified in writing to OUSD that the employee has not been convicted of a felony, as defined in Education Code section 45125.1. Vendor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of the Vendor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to OUSD prior to each individual's commencement of employment or performing any portion of the services required hereunder and prior to permitting contact with any student.

23. CERTIFICATES/PERMITS/LICENSES/REGISTRATION. Vendor and Vendor's employees and agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Supplies/Materials pursuant to this Agreement.

24. 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.

25. CIVIL RIGHTS ASSURANCES; NON-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](mailto:email:program.intake@usda.gov).

In addition to the above, it is the policy of OUSD that in connection with all work performed under contract with OUSD there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; 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 sections 1735 and 1777.6 and OUSD policy. In addition, Vendor agrees to require like compliance by all its subcontractor (s). Vendor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color,

national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

26. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. In performance of this contract, the Bidder 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).

27. ENVIRONMENTAL PROTECTION AGENCY COMPLIANCE. In performance of this contract, the Bidder 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))

28. CONFIDENTIALITY AND DATA PRIVACY.

- a. OUSD may share information with Vendor pursuant to this Agreement in order to further the purposes thereof. Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of delivering the Fresh Bakery Items, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.
- b. Vendor understands that student data is confidential. Vendor will not access or receive student data in connection with this Agreement.

29. INCIDENT/ACCIDENT/MANDATED REPORTING.

- a. Vendor shall notify OUSD, via email pursuant to Section 34 (Notice to the Parties), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the Supplies/Materials. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. Vendor shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. Vendor shall bear all costs of compliance with this Section.
- b. To the extent that an employee, subcontractor, agent, or representative of Vendor is included on the list of mandated reporters found in Penal Code section 11165.7, Vendor agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

30. CORONAVIRUS/COVID-19.

- a. Through its execution of this Agreement, Vendor declares that it is able to meet its obligations and deliver the Supplies/Materials required pursuant to this

Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.

- b. Consistent with the requirements of Section 29 (Incident/Accident/Mandated Reporting), Vendor agrees to notify OUSD, via email pursuant to Section 34 (Notice to the Parties), within twelve (12) hours if Vendor or any employee, subcontractor, agent, or representative of Vendor who has been present on OUSD campuses tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
- c. In addition to the requirements of subsection (b), Vendor agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to Vendor or any employee, subcontractor, agent, or representative of Vendor and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. Vendor shall bear all costs of compliance with this Section, including but not limited to those imposed by this Agreement.

31. DRUG-FREE/SMOKE FREE POLICY. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, Vendor, or subcontractors are to use controlled substances, alcohol or tobacco on OUSD property.

32. 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 OUSD to provide any supply or material by this Agreement without the prior approval of OUSD 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 OUSD’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 OUSD in writing.

33. **SUSPENSION AND DEBARMENT CERTIFICATION.** 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/>).

34. **NOTICE TO THE PARTIES.** All legal notices provided under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other Party at the address set forth below.

OUSD

Oakland Unified School District
Nutrition Services Department
Attn: Amy Glodde, Interim Executive Director
Email address: amy.glodde@ousd.org

VENDOR

~~BonAmi Bakery, Inc.~~ *BonAmi Baking Co, Inc*

Attn: *Tania Cuellar*

Email address: *bonami_bakery@hotmail.com*

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either Party must give written notice of a change of mailing address or email.

35. **FORCE MAJEURE CLAUSE.** Performance by either Party shall not be deemed to be in default where delays are due to natural disasters that are not caused by and are outside the reasonable control of the Parties, including without limitation, war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, pandemics, freight embargoes, acts of terrorism, acts of the public enemy, epidemics or pandemics, government order, court order, or other similar causes beyond the control of the defaulting Party, the acts or failures to act of a public agency other than OUSD. An extension of time for any such cause shall be for the period of the forced delay, shall commence to run from the time of commencement of the cause, and will be deemed granted if notice by the Party claiming such extension is sent promptly to the other Party.

36. **LIQUIDATED DAMAGES; PENALTIES.** OUSD shall hold Vendor liable and responsible for all damages, which may be sustained because of Vendor's failure to comply with any condition herein. Additional costs accrued by OUSD as a result of such failure to comply may be deducted from any unpaid invoices. In the event that Vendor delivers any product which does not conform to the specifications, OUSD may, at its option, annul and set aside this

Agreement, either in whole or part, and make and enter into a new contract in accordance with law for furnishing such product or products so agreed to be furnished.

37. MISCELLANEOUS PROVISIONS.

- a. **Assignment.** The rights and obligations of Vendor under this Agreement shall not be assigned, transferred, or sold by Vendor without first obtaining the express written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void. Vendor shall not assign or subcontract the work or any part thereof, without the previous written consent of the District, nor shall Vendor assign, by power of attorney or otherwise, any of the money payable under this Agreement unless written consent of OUSD has been obtained. No right under this contract, or claim for any money due or to become due hereunder shall be assessed against OUSD or persons acting for OUSD, by reason of any alleged assignment of this Agreement or any part thereof, unless such assignment has been authorized by the written consent of OUSD. In the event that Vendor is permitted to assign monies due or to become due under this Agreement, the instrument of assignment shall contain a clause subordinating the claim of materials supplied for the performance of work. Subject to the foregoing, this Agreement shall inure to the benefit of and shall be binding upon the District and Vendor and their respective successors and assigns.
- b. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
- c. **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.
- d. **Governing Law and Venue.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- e. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. Vendor agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
- f. **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 .
- g. **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.

- h. Captions and Interpretations. Section and 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.
- i. Calculation of Time. For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
- j. Counterparts and Electronic Signature. This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either Party and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing Party and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each Party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
- k. Entire contract; severability. All of the agreements between the Parties are included in the Agreement and Vendor’s attached proposal. No warranties, expressed or implied, representations, promises or statements have been made by either Party except as expressly provided. Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of the other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.
- l. Modification of agreement. No oral statement of any person whatsoever shall in any manner or degree modify, alter, or otherwise affect the terms of this Agreement. The District reserves the right to modify the awarded contract by mutual agreement so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by the issuance of a written authorized amendment by OUSD.
- m. Agreement Publicly Posted. This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the

public online via the Internet.

n. Signature Authority.

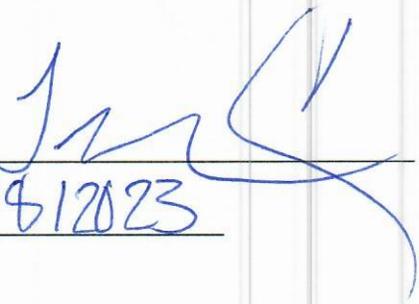
- i. Each Party has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- ii. Notwithstanding subsection (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. Vendor agrees not to accept the signature of any OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
- iii. If this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate Vendor for Supplies/Materials satisfactorily provided through the date of termination. Upon termination, Vendor shall provide OUSD with all materials produced, maintained, or collected by Vendor pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
- o. Contract Contingent on Governing Board Approval. OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to Vendor absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the Parties hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: Tonia Cuellar

Position: C.F.O, Secretary

Signature: 

Date: 4/18/2023

OUSD

Name: Mike Hutchinson

Signature: 

Position: President, Board of Education

Date: 6/8/2023

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell
Position: Superintendent & Secretary, Board of Education

Sign: 

Date: 6/8/2023

Approved as to form by OUSD Department of Nutrition Services Legal Counsel:

Name: Kelly M. Rem

Signature: 

Date: 4-20-23

Exhibit A

Pricing Exhibit

| ITEMIZED BID LIST - Attachment "19" TO BE SUBMITTED WITH PROPOSAL | | | | | | | | | |
|--|----------|------|-------------------------------|--------------------------------------|-------------------------------------|-------------------|-------------------|---|-------|
| Item Description | Quantity | Unit | Pack Size (please provide) | Unit Description (please provide) | Pallet Tie Height Specifications | Price per Unit | Extended Price | Includes local ingredients? If so, name local ingredient(s). | Notes |
| 50% whole grain Baked Muffins, Seasonal Varieties (2 Grain Oz Equivalent) | 131,000 | ea | Indiv. | | | \$1.10 | | | |
| 50% whole grain Hamburger Buns (2 Grain Oz Equivalent) | 288,000 | ea | 12 Pack | 12 Pack/12 | 4/6 | .32 | | | |
| 50% whole grain Hot Dog Buns (2 Grain Oz Equivalent) | 126,000 | ea | 12 Pack | 12 Pack/15 | 5/5 | .34 | | | |
| 50% whole grain Baked Medium Cinnamon Rolls (2 Grain Oz Equivalent) Rich Flaky Dough, Sweet Cinnamon Filling | 131,000 | ea | Indiv. | | | \$1.10 | | | |
| 50% White Whole Wheat Baked Sliced Croissant, made with Whole Wheat and Enriched Flour (2 Grain Oz Equivalent) | 35,000 | ea | Indiv. | | | .90 | | | |
| Baked Ciabatta (2 Grain Oz Equivalent) | 20,000 | ea | 12 per case | 10 Pack/10 | 5/5 | .44 | | | |
| 50% whole grain Sliced Bread - Usable Slices - (1 Grain Oz Equivalent) | 70,000 | ea | Indiv. | | | \$3.10 | | | |
| 50% whole grain Concha (2 Grain Oz Equivalent) | 131,000 | ea | Indiv. | | | \$1.35 | | | |
| 50% whole grain Baked White Whole Grain Wheat Flour Sliced Parisian Baguette, 3 oz. roll (2 Grain Oz Equivalent) | 15,000 | ea | 20 per case | 20 per case | 4/6 | \$2.01 | | | |
| No additives or preservatives or artificial ingredients (See Appendix A: Undesirable Ingredients List) | | | | | | | | | |



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

NOTICE OF INTENT TO AWARD

April 12, 2023

To: The Bonami Baking Company

PROJECT:

Request for Proposal (RFP) 22-135NS [Fresh Bakery Products K-12 Meal Program](#)

The Oakland Unified School District (“OUSD”) (“District”) has completed its RFP for Fresh Bakery Products.

OUSD intends to award Bonami Baking Company. The recommendation to award the bid to Bonami, will be submitted to our District's Board of Education for final approval.

We thank you for participating in this bidding process and we look forward to working with you and your company.

IMPORTANT: Please reply with the contact person who will oversee the contract process, our team will reach out to discuss details on the specific awarded itemized products and next steps.

To view additional RFP’s, please visit our [Procurement Webpage](#).

Sincerely,

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics

rosaura.altamirano@ousd.org

Procurement Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.

Proposal Submission Checklist - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name:

The Bonanni Baking Company, Inc., Co.

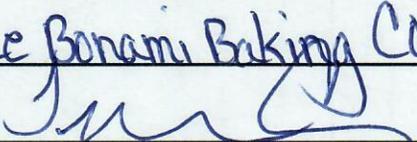
This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- Proposal Submission Checklist (Att. 1, this form)
- Request for Proposal Signature Page (Att. 2)
- Evaluation Criteria (Att. 3)
- Food Tasting Scorecard (Att. 4)
- Vendor Questionnaire (Att. 5)
- References with 2 References (Att. 6)
- Non Collusion Affidavit (Att. 7)
- Bidder's Statement Regarding Insurance Coverage (Att. 8)
- Worker's Compensation Insurance Certification Form (Att. 9)
- Drug Free Workplace Certification (Att. 10)
- Equal Opportunity Employment (Att. 11)
- Fingerprint Clearance/Criminal Background Investigation (Att. 12)
- Certificate of Independent Price Determination (Att. 13)
- Suspension and Debarment Certification (Att. 14)
- Certification Regarding Lobbying (Att. 15)
- Iran Contracting Act of 2010 Compliance Affidavit (Att. 16)
- Good Food Purchasing Resolution (Att. 17)
- Good Food Purchasing Bidding Vendor Pledge (Att. 18)
- Itemized Bid List & Flavor Tasting Scorecard (Att. 19)
- Statement of Pricing (Include in your proposal)
- HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
- Addenda

Request For Proposal Signature Page - Attachment "2"
TO BE SUBMITTED WITH PROPOSAL

By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder.

| | |
|-------------------------------------|--|
| Company Name | The Bonami Baking Co., Inc. |
| Signature of Company Official |  |
| Name of Signer | Tania Cuellar |
| Title of Signer | Secretary, C.F.O. |
| Email Address | bonami-bakery@hotmail.com |
| Complete Mailing Address | 380 E 10th Street |
| City, State, Zip | Pittsburg, CA 94565 |
| Phone Number | (925) 473-9736 |
| Date | 3/20/2023 |
| Minimum Dollar Amount for Delivery | \$ 25.00 |
| <input checked="" type="checkbox"/> | Check if no minimum dollar amount for delivery is required. |
| Minimum Case Amount for Delivery | 10 cases or more |
| <input checked="" type="checkbox"/> | Check if no minimum case amount for delivery is required. |

Evaluation Criteria - Attachment "3"
TO BE SUBMITTED WITH PROPOSAL

| Evaluation Criteria | Description and Points Awarded | Points Based On | Max. Points |
|--|--|--|-------------|
| Price | 100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid. | Itemized Bid List | 30 |
| Food Tasting Scorecard | Total points based on the combined points score for the following attached rubric criteria, based on ability to provide a product sample that is tested by an OUSD Nutrition Services Taste Panel to determine the following quality factors: appearance, aroma, texture, color, and flavor. | Food Tasting Scorecard | 25 |
| Delivery Specifications | 100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met. | - Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire | 20 |
| Service Reliability and Past Performance | 100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support -Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above. | - Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire | 10 |
| Safety Records and Controls | 100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. | - HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire | 10 |

| | | | |
|-----------------------------|---|---|-----|
| | If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria. | | |
| Local Geographic Preference | 100% of Max Points: Ability to provide California grown ingredients. 0 Points: Unable to provide California grown ingredients. | Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire | 5 |
| TOTAL POINTS: | | | 100 |

Food Tasting Scorecard - Attachment "4"

| Points of Item to Overall Score | Item Being Scored | Evaluation Criteria | Vendor Score |
|---------------------------------|-------------------|--|--------------|
| 5 | Flavor | Bidder will submit product sample to evaluate flavor profile | |
| 5 | Appearance | Product will be evaluated for product appearance that will be appealing to students | |
| 5 | Color | Product will be evaluated on aroma smell that will be appealing to students | |
| 5 | Aroma | Product will be evaluated on aroma smell that will be appealing to students | |
| 5 | Texture | Product will be evaluated on texture which is soft, chewy, easy to consume, and palatable that will be appealing to students | |
| 25 Points | Total | | |

By signing this, I acknowledge that I have reviewed OUSD's Evaluation Criteria and Food Tasting Scorecard.

Name of Bidder (Person, Firm, or Corporation): The Bonami Baking, Co.

Signature of Bidder's Authorized Representative: [Handwritten Signature]

Date of Signing: 3/20/23

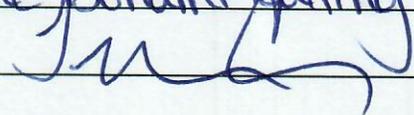
Vendor Questionnaire - Attachment "5"
TO BE SUBMITTED WITH PROPOSAL

Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal.

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) Yes ___ No
2. Delivery Specifications - Will you be able to meet the specified delivery timeframe? **Yes**
3. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program. **Please see attach**
4. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question) **we can stock, but if we don't we will deliver if we have item**
5. Service Reliability and Past Performance - What is the lead time you require for orders? **At least 3 days for bulk production.**
6. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone? **Yes**
7. Service Reliability and Past Performance - How many years has your company been in the baked goods business? **29 years**
8. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain. **No**
9. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes? **we notify them the next day of shortage indicated by our packers**
10. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery? **10 cases or more**
11. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service? **18 School Districts**
12. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall? **will attach Recall Procedure**
13. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met? **Yes**

In accordance with the contract documents, the undersigned propose to supply all of the product and perform all work specified in the contract documents in accordance with the proposal.

Name of Bidder (Person, Firm, or Corporation): The Bonami Baking Co., Inc.

Signature of Bidder's Authorized Representative: 

Date of Signing: 3/20/2023

Print Name & Title of Authorized Representative: Tania Cuéllar

Phone Number: (925) 473-9736

Email: bonami.bakery@hotmail.com

References - Attachment "6"
TO BE SUBMITTED WITH PROPOSAL

Please submit two (2) current school district References requiring multiple deliveries per week. An unresponsive reference will **not** be considered a valid Reference. The Bidder is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District.

Reference #1

| | |
|--|---------------------------|
| School District | MT Diablo USD |
| Contact Person & Title | Dominic Machi Director |
| Telephone Number | (925) 642-4000, ext. 4121 |
| Required Number of Deliveries per Week | 5 Days a week |

Reference #2

| | |
|--|--------------------------|
| School District | Vacaville USD |
| Contact Person & Title | Juan Cordon Sr. Director |
| Telephone Number | (707) 453-6197 |
| Required Number of Deliveries per Week | 5 Days a week |

Non Collusion Affidavit - Attachment "7"
PUBLIC CONTRACTS CODE SECTION 7106
TO BE SUBMITTED WITH PROPOSAL

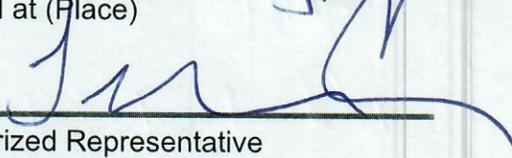
State of California
County of Contra Costa

Bidder's Name The Bonami Baking Co., being first duly sworn, deposes and says that he or she is Owner of Contractor Name Tania Cuellar, C.F.O. the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Proposal 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; that all statements contained in the Proposal are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Proposal 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, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal."

3/20/2023
(Date)

Pittsburg, CA
Signed at (Place)

The Bonami Baking Co.
Bidder Name
(Person, Firm, Corp.)


Authorized Representative

380 E 10th Street
Address

Tania Cuellar
Representative's Name

Pittsburg, CA 94565
City, State, Zip

secretary, C.F.O.
Representative's Title

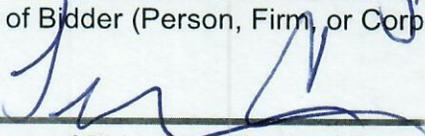
Bidder's Statement Regarding Insurance Coverage - Attachment "8"

TO BE SUBMITTED WITH PROPOSAL

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Oakland Unified School District as Additional Insured for the work specified.

The Bonami Baking Co.

Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

Tania Cuellar, C.F.O.

Name & Title of Authorized Representative

3/20/2023

Date of Signing

Workers' Compensation Insurance Certificate - Attachment "9"

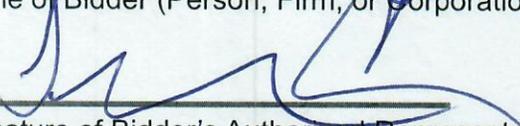
TO BE SUBMITTED WITH PROPOSAL

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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.

The Bonami Baking Co.

Name of Bidder (Person, Firm, or Corporation)


Signature of Bidder's Authorized Representative

Tania Cuellar, C.F.O.

Name & Title of Authorized Representative

3/20/2023

Date of Signing

ATTEST:

By _____

Signature

Printed Name & Title

Drug-Free Workplace Certification - Attachment "10"

TO BE SUBMITTED WITH PROPOSAL

I, Tania Cuéllar, am the Secretary, C.F.O. of
(Print Name) (Title)

(Bidder Name): The Bonami Baking I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor 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 Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee- assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - B. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - C. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
2. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both.
3. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at Pittsburg, CA this day of March 20, 2023
(City and State) (Date)

[Signature]
(Signature)

Tania Cuéllar, C.F.O.
(Name Handwritten or Typed Name)

Equal Opportunity Employment - Attachment "11"

TO BE SUBMITTED WITH PROPOSAL

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the The Bonomi Baking (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: 3/20/2023

Tania Cuellar
CONTRACTOR

By: [Signature], C.F.O.

Fingerprinting/Criminal Background Investigation Certification - Attachment "12"

TO BE SUBMITTED WITH PROPOSAL

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment A** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment B** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education

Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as Tania Cuéllar [insert "owner" or officer title] of Secretary, C.F.D. [insert name of business entity], have read the foregoing and agree that The Bonami Baking Co. [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 3/20/2023

Name: Tania Cuéllar

Signature: 

Title: Secretary, C.F.D.

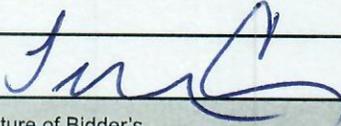
Certificate Of Independent Price Determination - Attachment "13"
TO BE SUBMITTED WITH PROPOSAL

Both the SFA and Bidder shall execute this Certificate of Independent Price Determination.

| | |
|--------------------------|-------------|
| <i>The Bonami Baking</i> | |
| Name of Bidder | Name of SFA |

1. By submission of this offer, the offeror (Bidder) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
 - a. The prices in this offer have been arrived at independently—without consultation, communication, or agreement—for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
 - c. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
2. Each person signing this offer on behalf of the offeror certifies that:
 - a. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
 - b. He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

| | | |
|---|---------------|------------------|
|  | <i>C.F.O.</i> | <i>3/20/2023</i> |
| Signature of Bidder's Authorized Representative | Title | Date |

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

| | | |
|--|-------|------|
| | | |
| Signature of SFA's Authorized Representative | Title | Date |

Suspension and Debarment Certification - Attachment "14"
TO BE SUBMITTED WITH PROPOSAL

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a Proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

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

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON THE FOLLOWING PAGE)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

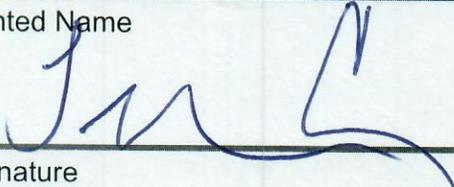
Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Tania Cuéllar
Printed Name

Secretary, C.F.O.
Title


Signature

3/20/2023
Date

Certification Regarding Lobbying - Attachment "15"

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: | Agreement Number: | |
| Address of School Food Authority: | | |
| Printed Name and Title of Submitting Official: | Signature : | Date: |
| OR | | |
| Name of Vendor: <i>The Bonami Baking Co., Inc.</i> | | |
| Printed Name and Title: <i>Tania Cuellar, C.F.D.</i> | Signature <i>[Signature]</i> | Date: <i>3/20/2023</i> |

DISCLOSURE OF LOBBYING ACTIVITIES

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

| | | |
|--|--|--|
| <p>1. Type of Federal Action:</p> <p><input checked="" type="radio"/> a. contract <input type="radio"/> b. grant <input type="radio"/> c. cooperative agreement <input type="radio"/> d. loan <input type="radio"/> e. loan guarantee <input type="radio"/> f. loan insurance</p> | <p>2. Status of Federal Action:</p> <p><input checked="" type="radio"/> a. bid/offer/application <input type="radio"/> b. initial award <input type="radio"/> c. post-award</p> | <p>3. Report Type:</p> <p><input checked="" type="radio"/> a. initial filing <input type="radio"/> b. material change</p> <p>For material change only: Year ____ quarter ____</p> <p>Date of last report _____</p> |
| <p>4. Name and Address of Reporting Entity:</p> <p><input checked="" type="checkbox"/> Prime _____ Subawardee _____ Tier _____, if Known.</p> <p style="text-align: center;"><i>The Bonamy Baking 340 E 10th St. Pittsburg, CA 94565</i></p> <p>Congressional District, if known: _____</p> | | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p> |
| <p>6. Federal Department/Agency:</p> | <p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p> | |
| <p>8. Federal Action Number, if known:</p> <p><i>(RFP) # 22-135NS</i></p> | <p>9. Award Amount, if known:</p> <p>\$ _____</p> | |
| <p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p> | <p>10. b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i></p> | |
| <p><small>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.</small></p> | <p>Signature: <i>Tania Cuellar</i></p> <p>Print Name: <i>Tania Cuellar</i></p> <p>Title: <i>Secretary, C.F.D.</i></p> <p>Telephone No.: <i>(925) 473-9736</i></p> <p>Date: <i>3/20/2023</i></p> | |
| <p>Federal Use Only</p> | <p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p> | |

Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "16"

TO BE SUBMITTED WITH PROPOSAL

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits Bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A Bidder who "engages in investment activities in Iran" is defined as either:

1. A Bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A Bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The Bidder shall certify that at the time of submitting a Proposal for new contract or renewal of an existing contract, the Bidder is not identified on the DGS list of ineligible businesses or persons and that the Bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

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 (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the Bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

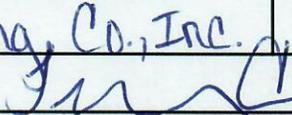
I, the official named below, certify that I am duly authorized to execute this certification on behalf of the Bidder or financial institution identified below, and that the Bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran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

| | | |
|---|------------------------------|--------------|
| Vendor Name/Financial Institution (printed) <i>The Bonami Baking Co.</i> | BTRC (or n/a) | |
| By (Authorized Signature) | | |
| Print Name and Title of Person Signing | <i>Tania Cuellar, C.F.O.</i> | |
| Date Executed <i>3/20/2023</i> | City Approval (Signature) | (Print Name) |

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or 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 enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

| | | |
|---|---|--|
| Vendor Name/Financial Institution (printed) | BTRC (or n/a) | |
| The Bonami Baking Co., Inc. | | |
| By (Authorized Signature) |  | |
| Print Name and Title of Person Signing | Tania Cuéllar Secretary, C.F.O. | |
| Date Executed | 3/20/2023 | City Approval (Signature) (Print Name) |

Good Food Purchasing Resolution - Attachment "17"

**RESOLUTION
OF THE
BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT
Resolution No. 1617-0079**

**Oakland Unified School District
District Commitment - Good Food Purchasing Policy/Program**

WHEREAS, the Oakland Unified School District ("OUSD" or "District") procures over \$8 million annually in food and serves over 40,000 meals per day and almost 7 million meals annually;

WHEREAS, the purchasing of good food is a vital component to providing the nutritional needs of all children in the District, where more than 70% of students qualify for federal and state meal benefits through the National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program;

WHEREAS, the District has made continued improvements to school menus to increase fresh and local foods, increase produce, and decrease processed foods served to students. As part of Oakland's Farm to School Initiative, launched in partnership with the Community Alliance with Family Farmers in 2008, the District incorporated a geographic preference into its produce solicitations and currently sources between 40 and 80 percent of fresh produce locally, depending on the season;

WHEREAS, the District partnered with the Center for Ecoliteracy to conduct the Rethinking School Lunch Oakland ("RSLO") Feasibility Study in 2010 to establish a comprehensive framework for District-wide nutrition services reform to address health, environmental and social issues. As a result of RSLO's recommendations for facilities improvement, an overwhelming majority (84%) of Oakland voters passed the Measure J Bond in 2012. Measure J is funding the construction of a 32,500 square foot central kitchen, urban farm, and education center in West Oakland, which will be the hub of OUSD's healthy food system;

WHEREAS, the District, in partnership with The Center for Ecoliteracy, piloted and developed the California Thursdays farm to school program in 2013, which has now expanded to over 50 school districts statewide to increase local procurement in school meal programs. The District currently procures approximately 30% of all food items locally and has more than doubled humane and sustainable purchases as a result of implementing California Thursdays;

WHEREAS, in practicing good food procurement methods, the District can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices can impact the creation and availability of a local, sustainable good food system both regionally and nationally. In turn, the District has partnered with other school districts via the School Food FOCUS and California Farm to School networks to exchange best practices for implementing and supporting good food policies, local procurement, and sound environmental standards;

WHEREAS, the OUSD Board of Education adopted the Wellness Policy (BP 5030) in 2014, which meets and exceeds the provisions of the Healthy, Hunger-Free Kids Act (HHFKA) of 2010 and provides schools with a framework to promote health and wellness for all students;

WHEREAS, the OUSD Board of Education adopted the Farm to School Resolution (Enactment No. 1415-0081) in 2014 to declare its support for school-based programs that connect students and families to the local food system;

WHEREAS, good food is defined as food that is healthy, local, sustainable, humane, and fair. These foods meet the Dietary Guidelines for Americans and the United States Department of Agriculture's menu pattern requirements for school meals as defined by the Healthy, Hunger Free Kids Act ("HHFKA"); provide freedom from chronic ailment; and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation. Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management);

WHEREAS, the District has partnered with the Center for Good Food Purchasing since 2014 to evaluate its procurement based on the criteria set forth in the Good Food Purchasing Standards and was awarded a three-star rating (out of a possible five stars) by the Center for Good Food Purchasing for its food procurement in the 2014-15 school year; and

WHEREAS, good food procurement refers to the sourcing and purchasing of food to supply District Nutrition Services operations;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Oakland Unified School District commits to good food procurement to improve our region's food system through the creation, adoption, and implementation of the Good Food Purchasing Policy/Program.

Good Food Purchasing Bidding Vendor Pledge - Attachment "18"

TO BE SUBMITTED WITH PROPOSAL

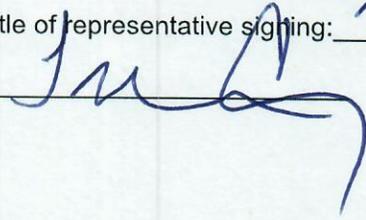
Any vendor that submits a bid and/or proposal in an effort to conduct business with The District will commit to working with our staff in support of our commitment to the Good Food Purchasing Program by taking the following steps:

- Communicating our participation in the Good Food Purchasing Program to all farmers, food suppliers, food manufacturers, and other subcontractors you may work with.
- Establishing supply chain accountability and a traceability system to verify sourcing commitments, and sharing this information with us when requested.
- Complying with due diligence reporting requirements to assess baseline purchases and measure annual progress. As part of The District's commitment to the Good Food Purchasing Program, The District collects specific data for the Center for Good Food Purchasing to analyze and assess compliance with and successes in increasing the amount of good food procured.
- Proposing vendor commits to submitting the following due diligence reporting requirements on an annual basis:
 - Time period of purchase (such as month and year, or range of months)
 - Farmer AND/OR Processor/Shipper/Manufacturer/Broker/Wholesaler (whichever is applicable)
 - Brand (if applicable)
 - Farm location AND/OR processing or manufacturing location at the city level (whichever is applicable)
 - Vendor item number
 - Manufacturer product code (if applicable)
 - UPC code (if applicable)
 - Product description
 - Known certifications (if applicable)
 - Pack size
 - Quantity purchased and UOM
 - Net weight per quantity (in lbs)
 - Total weight (in lbs)
 - Cost per unit
 - Total cost per quantity purchased
 - Total dollar value spent for all food items purchased as part of this contract
- Working with us to complete a baseline purchasing assessment of food procurement practices for analysis by the Center for Good Food Purchasing.
- Working with us to annually increase the procurement of food aligned with the core values of the Good Food Purchasing Program.
- Seeking to bring us new products that demonstrate innovation and progress as it relates to the Good Food Purchasing Program

Date: 3/20/2023

Name of bidding company: The Bonami Baking Co.

Name and title of representative signing: Tania Cuellar, C.F.O.

Signature: 

ITEMIZED BID LIST - Attachment "19" TO BE SUBMITTED WITH PROPOSAL

| Item Description | Quantity | Unit | Pack Size (please provide) | Unit Description (please provide) | Pallet Tie Height Specifications | Price per Unit | Extended Price | Includes local ingredients? If so, name local ingredient(s). | Notes |
|--|----------|------|----------------------------|-----------------------------------|----------------------------------|----------------|----------------|--|-------|
| 50% whole grain Baked Muffins, Seasonal Varieties (2 Grain Oz Equivalent) | 131,000 | ea | Indiv. | | | \$1.10 | | | |
| 50% whole grain Hamburger Buns (2 Grain Oz Equivalent) | 288,000 | ea | 12 Pack | 12Pack/12 | 4/6 | .32 | | | |
| 50% whole grain Hot Dog Buns (2 Grain Oz Equivalent) | 126,000 | ea | 12Pack | 12Pack/15 | 5/5 | .34 | | | |
| 50% whole grain Baked Medium Cinammon Rolls (2 Grain Oz Equivalent) Rich Flaky Dough, Sweet Cinnamon Filling | 131,000 | ea | Indiv. | | | \$1.10 | | | |
| 50% White Whole Wheat Baked Sliced Croissant, made with Whole Wheat and Enriched Flour (2 Grain Oz Equivalent) | 35,000 | ea | Indiv. | | | .90 | | | |
| Baked Ciabatta (2 Grain Oz Equivalent) | 20,000 | ea | 12 per Case | 10Pack/10 | 5/5 | .44 | | | |
| 50% whole grain Sliced Bread - Usable Slices - (1 Grain Oz Equivalent) | 70,000 | ea | Indiv. | | | \$3.10 | | | |
| 50% whole grain Concha (2 Grain Oz Equivalent) | 131,000 | ea | Indiv. | | | \$1.35 | | | |
| 50% whole grain Baked White Whole Grain Wheat Flour Sliced Parisian Baggette, 3 oz. roll (2 Grain Oz Equivalent) | 15,000 | ea | 20 per Case | 20 per Case | 4/6 | \$2.01 | | | |

No additives or preservatives or artificial ingredients (See Appendix A: Undesirable Ingredients List)



Invoice

The Bonami Baking Co., Inc
 380 East 10th Street
 Pittsburg,ca 94565
 (925)473-9736

| | |
|-----------|-----------|
| Date | Invoice # |
| 3/24/2023 | P68862 |

| |
|--|
| Bill To |
| OAKLAND UNIFIED SCHOOL Accounts Payable 1000 Broadway Suite 450 Oakland, CA 94608 |

| |
|---|
| Ship To |
| OAKLAND UNIFIED SCHOOL 2850 West Street Oakland, CA 94608 |

| P.O. Number | Terms | Rep | Ship | Via | F.O.B. | Project |
|-------------|-------|-----|-----------|-----|--------|---------|
| | D... | | 3/24/2023 | | | |

| Quantity | Item Code | Description | U/M | Price Each | Amount |
|----------|-------------|---|-----|------------|--------|
| | | (RFP) #22-135NS | | | |
| 1 | 15044 M... | Medium Blueberry Muffin | | 1.10 | 1.10 |
| 1 | 11220 3o... | 3oz Medium Cinnamon Roll | | 1.10 | 1.10 |
| 1 | 4107 Par... | (20 cs) Par baked Sour White Whole Wheat Parisian | | 40.20 | 40.20 |
| 1 | 6483 (12... | (12pk) 2oz Wheat Hamburger Buns | | 3.78 | 3.78 |
| 1 | 11012 M... | Mexican Pastries | | 1.38 | 1.38 |
| 1 | 10041 2o... | 2oz White Whole Wheat Croissant | | 0.90 | 0.90 |
| 1 | 6031 6" ... | 6" 2oz Hot Dog Buns (12pk) | | 4.04 | 4.04 |
| 1 | 4914 (12... | (120 cs) 3oz Whole Wheat Ciabatta Buns | | 52.80 | 52.80 |
| 1 | 6450 20... | 20oz SourWheat Sliced Bread | | 3.10 | 3.10 |

| | | |
|------------------------------|--------------|----------|
| Thank you for your business. | Total | \$108.40 |
|------------------------------|--------------|----------|

Bonami_Bakery@hotmail.com

Product Shelf-Life Chart

The Bonami Baking Co., Inc. was formed with values and beliefs that all food being served to student customers was to have the highest quality ingredients and techniques creating an array of quality gourmet food products still using traditional methods. Sourcing ingredients to be sustainable, regenerative farming practices whenever possible, no antibiotics or hormones, no preservatives, or artificial colors. Creating real food made by Artisan Food Producers who want to make food with “Artisan Quality Made Simple”. The Bonami Baking Company Co., Inc. believes producing high quality artisan quality gourmet food products is in the best interest of the next generation of student customers and the support for student wellness in every local community. Since The Bonami Baking Co, Inc. has No Preservatives in their products here is a guide to help you the customer serve the highest quality product to your customer, your students!

“All Products to Ensure Freshness”

| | |
|-------------------------|-----------------|
| Frozen | 6 months |
| Refrigerated | 14 days |
| Room Temperature | 2-3 days |

Formulation Statement for Documenting Grains in School Meals

Required Beginning School Year (SY) 2013-2014
(Crediting Standards Based on Grams of Creditable Grains)

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: 6" white whole wheat Hotdog Buns No.: 6027
 Manufacturer: The Bonami Baking Co., Inc. Serving Size: (1) 6" Hotdog Bun 85g (3oz)
(raw dough weight may be used to calculate creditable grain amount)

- I. Does the product meet the whole grain-rich criteria: Yes No
(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.)
- II. Does the product contain noncreditable grains: Yes No How many grams: _____
(Products with more than 0.24 ounce equivalent (oz eq) or 3.99 grams for Groups A-G or 6.99 grams for Group H of noncreditable 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 (ready-to-eat breakfast cereals). (Different methodologies are applied to calculate servings of the 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 (16 g or 28 g) ² B | Creditable Amount A ÷ B |
|---|--|---|----------------------------|
| White whole wheat Flour | 314 g | 16 g | 19.62 |
| Enriched Flour | 118 g | 16 g | 7.37 |
| | | | = 26.99 |
| | | Portions p/recipe | ÷ 12 |
| Total Creditable Amount³ | | | 2.24 ≈ 2oz |

Per portion

* 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 85g (3oz)
 Total contribution of product (per portion) 2 oz equivalent

I certify that the above information is true and correct and that a 3 ounce portion of this product (ready for serving) provides 2 oz equivalent Grains. I further certify that noncreditable 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 noncreditable grains may not credit towards the grain requirements for school meals.

Signature: [Signature] Title: President, C.F.O.
 Printed Name: Maggiel F. Cuellar Date: 3/16/16 Phone Number: (925) 473-9736

Test (Bonami Wheat Sourdough) (TR2158)

HACCP Process: Process 2: Same day service
 Allergens: Contains Gluten, Wheat;
 Number of Servings: 80.00 Serving Size: 1 Loaf
 Moisture gain/loss%: 0.0000 Yield: 100 Pound, 8 Ounce
 Waste gain/loss%: 0.0000 Fat gain/loss% : 0.0000
 Total Recipe Cost: \$45.6097 Cost Per Serving: \$0.5701

| Step # | Stock Item# | Stock Item | Stock Quantity | Cost (\$) | Ingredient | Quantity |
|--------|-------------|-------------------------------|----------------|-----------|--|----------|
| 1 | 1704 | Flour, Wheat , As Purchased | 30 Pound | 21.0180 | Flour Whl Wheat Med Organic LI100056 | 30 Pound |
| 2 | 1712 | Flour, Wheat , As Purchased | 20 Pound | 24.5917 | Flour, All purpose LI100614 | 20 Pound |
| 3 | | | | | Leavening agents, yeast, baker's, active dry 18375 | 8 Ounce |
| 4 | | | | | Salt Granulated Iodize Round LI100095 | 3 Pound |
| 5 | | | | | Sourdough Starter LI100319 | 12 Pound |
| 6 | 6902 | Water, GENERIC , As Purchased | 35 Pound | 0.0000 | Water GENERIC LI100571 | 35 Pound |

| CCP Name | CCP Description | Critical Temperature (F) | Corrective Action |
|----------|-----------------|--------------------------|--|
| Cook | Cooking | 165.00 | Continue cooking food until the internal temperature reaches the required temperature. |

Nutritional Information

| | Fat | SFat | Carb | Protein | Sugar |
|---------------|------|------|-------|---------|-------|
| % of Calories | 4.64 | 0.65 | 83.94 | 14.22 | 0.266 |

Nutrients per 100 g

| Calories (kcal) | Fat (g) | Sfat (g) | TFat (g) | Chol (mg) | Na (mg) | Carb (g) | TDF (g) | Sugars (g) | Pro (g) | Fe (mg) | Ca (mg) | A,IU | VitC (mg) | Mois (g) | Ash (g) |
|-----------------|---------|----------|----------|-----------|---------|----------|---------|------------|---------|---------|---------|-------|-----------|------------|----------|
| 197.642 | 1.018 | 0.144 | 0(M) | 0 | 1176.14 | 41.474 | 4.076 | 0.131 | 7.027 | 2.298 | 14.417 | 2.687 | 0.002 | 34.844 (M) | 0.052(M) |

Nutrients per serving (569.825 g)

| Calories (kcal) | Fat (g) | Sfat (g) | TFat (g) | Chol (mg) | Na (mg) | Carb (g) | TDF (g) | Sugars (g) | Pro (g) | Fe (mg) | Ca (mg) | A,IU | VitC (mg) | Mois (g) | Ash (g) |
|-----------------|---------|----------|----------|-----------|---------|----------|---------|------------|---------|---------|---------|--------|-----------|-------------|----------|
| 1126.21 | 5.801 | 0.819 | 0(M) | 0 | 6701.97 | 236.33 | 23.228 | 0.748 | 40.039 | 13.096 | 82.151 | 15.309 | 0.009 | 198.551 (M) | 0.299(M) |

(M) Indicates missing nutrient values.



Food and Nutrition Service

Product Formulation Statement for Documenting Grains in Child Nutrition Programs

(Crediting Standards Based on Grams of Creditable Grains (ounce equivalent))

Program operators should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Program operators have the option to choose the crediting method that fits their specific menu planning needs.

Product Name: Cinnamon Roll Code No.: 11220

Manufacturer: Bonami Baking Company Serving Size: 3 oz Cinnamon Roll (raw dough weight may be used to calculate creditable grains)

I. Does the product meet the whole grain-rich criteria? Yes No X

II. Does the product contain non-creditable grains? Yes No X How many grams? (Products with more than 0.24 ounce equivalent (oz eq) or 3.99 grams (g) for Groups A-G or 6.99g for Groups H and I of non-creditable grains do not credit toward the grains requirement for school meals.)

III. Use Exhibit A: Grain Requirements for Child Nutrition Programs in the Food Buying Guide for Child Nutrition Programs (FBG) 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 the grains contribution based on creditable grains. Groups A-G use the standard of 16g creditable grains per oz eq; Groups H and I use the standard of 28g creditable grains per oz eq or volume.)

Indicate which Exhibit A Group (A-I) the product belongs: E

Table with 4 columns: DESCRIPTION OF CREDITABLE GRAIN INGREDIENT, GRAMS OF CREDITABLE GRAIN INGREDIENT PER PORTION, GRAM STANDARD OF CREDITABLE GRAINS PER OZ EQ, CREDITABLE AMOUNT. Includes rows for Enriched Wheat Flour and Total Creditable Amount.

* Creditable grains vary by Program. See the FBG for specific Program requirements. 1 (Serving size) X (% of creditable grains in formula); 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) 2.25 oz eq

I certify that the above information is true and correct and that a 3 ounce portion of this product (ready for serving) provides 2.25 oz eq grains. I further certify that non-creditable grains are not above 0.24 oz eq per portion. Products with more than 0.24 oz eq or 3.99g for Groups A-G or 6.99g for Groups H and I of non-creditable grains do not credit toward the grains requirement for school meals.

Signature: Tania Cuellar Printed Name

Secretary, C.F.O. Title 03/23/2023 Date (925) 473-9736 Phone Number

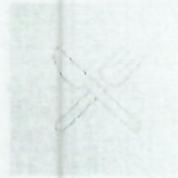


R-4057 Bonami Cinnamon Roll

Category: Sides/Other

Serves: 2500 (Cinnamon Roll (3 oz))

HACCP Process: None



| ALLERGENS | DIETARY RESTRICTIONS | RELIGIOUS RESTRICTIONS |
|------------|----------------------|------------------------|
| Egg, Wheat | None | None |

| # | INGREDIENTS | INSTRUCTIONS |
|---|--|--------------|
| 1 | 8 x Ounce of VANILLA EXTRACT,IMITN,NO ALCOHOL 8 x Ounce of Lemon Extract 200 x Pound of WHEAT FLOUR,WHITE,ALL-PURPOSE,ENRICHED,BLEACHED 28 x Pound of Sugar, Granulated 4 x Pound of Salt, Table 3 x Pound of LEAVENING AGENTS,YEAST,BAKER'S,ACTIVE DRY 106 x Pound of Butter, Without Salt 110 x Pound of Water 30 x Pound of EGG,WHOLE,RAW,FRESH | |

| NUTRIENT | CINNAMON ROLL (3 OZ) |
|--------------------|----------------------|
| Calories | 299.6581 kcals |
| Saturated Fat | 9.9421 g |
| Sodium | 292.7857 mg |
| Total Carbohydrate | 33.0583 g |

¹ Nutrient components missing

| SERVING SIZE | MEAL CONTRIBUTION |
|----------------------|-------------------|
| Cinnamon Roll (3 oz) | |



Bonami Nutritional Facts School
Year 2022-2023

Ciabatta Bun

Grain/Whole Grain 2.75

One 4 oz. Ciabatta Bun equals
 2.75 oz. equivalent whole grains
 Child Nutrition Meal Pattern Requirements.

| Ciabatta Bun Nutrition Facts Serving Size 1 Bun (111.90_g) Serving per 1 | | | |
|--|-------------------------|---------------|-----------------------------|
| Amount per servings | | | |
| Calories 247 | | | |
| | | %Daily Value* | |
| Total Fat | 1.16 | | 4% |
| Saturated Fat | 0.1g | | 0.5% |
| Trans Fat | 0g | | 0% |
| Cholesterol | 0mg | | 0% |
| Sodium | 531mg Total | | 28% |
| Carbohydrate | 52g | | 16% |
| Dietary Fiber | 4g | | 8% |
| Sugar | 2.8g | | |
| | Includes 0g Aded sugars | | 0% |
| Protein | 8.2g | | |
| Vitamin A | 6% | Vitamin C | 0% |
| Calcium | 1.6% | Iron | 2% |
| *Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs: | | | |
| Calories: | | 2,000 | 2,500 |
| Total Fat | Less than | 65g | 80g |
| Saturated Fat | Less than | 20g | 25g |
| Cholesterol | Less than | 300mg | 300mg |
| Sodium | Less than | 2,400mg | 2,400mg |
| Total Carbohydrate | | 300g | 375g |
| Dietary Fiber | | 25g | 30g |
| Calories Per gram: | | | |
| | | Fat 9 | *Carbohydrate 4 * Protein 4 |

Tania Cuellar

Signature

Manager

Title

TaniaCuellar

Printed Name

06/10/22

Date

925-473-9736

Phone Number



Food and Nutrition Service

Product Formulation Statement for Documenting Grains in Child Nutrition Programs

(Crediting Standards Based on Grams of Creditable Grains (ounce equivalent))

Program operators should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Program operators have the option to choose the crediting method that fits their specific menu planning needs.

Product Name: Ciabatta Buns Code No.: 3345

Manufacturer: Bonami Bakery Serving Size: 4 oz Ciabatta Buns (raw dough weight may be used to calculate creditable grains)

I. Does the product meet the whole grain-rich criteria? Yes [X] No

II. Does the product contain non-creditable grains? Yes [X] No How many grams? 54 g (Products with more than 0.24 ounce equivalent (oz eq) or 3.99 grams (g) for Groups A-G or 6.99g for Groups H and I of non-creditable grains do not credit toward the grains requirement for school meals.)

III. Use Exhibit A: Grain Requirements for Child Nutrition Programs in the Food Buying Guide for Child Nutrition Programs (FBG) 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 the grains contribution based on creditable grains. Groups A-G use the standard of 16g creditable grains per oz eq; Groups H and I use the standard of 28g creditable grains per oz eq or volume.)

Indicate which Exhibit A Group (A-I) the product belongs: A

Table with 4 columns: DESCRIPTION OF CREDITABLE GRAIN INGREDIENT, GRAMS OF CREDITABLE GRAIN INGREDIENT PER PORTION (A), GRAM STANDARD OF CREDITABLE GRAINS PER OZ EQ (16g or 28g) (B), CREDITABLE AMOUNT (A ÷ B). Rows include Enriched Wheat Flour, Enriched Flour, and Total Creditable Amount.

* Creditable grains vary by Program. See the FBG for specific Program requirements.
1 (Serving size) X (% of creditable grains in formula); 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 4 OZ

Total contribution of product (per portion) 2.75 oz eq

I certify that the above information is true and correct and that a 4 ounce portion of this product (ready for serving) provides 2.75 oz eq grains. I further certify that non-creditable grains are not above 0.24 oz eq per portion. Products with more than 0.24 oz eq or 3.99g for Groups A-G or 6.99g for Groups H and I of non-creditable grains do not credit toward the grains requirement for school meals.

Signature: Tania Cuellar
Printed Name: Tania Cuellar

C.F.O. Secretary
Title
Date: 09/12/2022
Phone Number: (925) 473-9736



The Bonami Baking Co.
380 E. 10th St.
Pittsburg, CA 94565

PRODUCT INFORMATION SHEET

Company: The Bonami Baking Co. Date: September 20, 2022
 Product: Par-Baked Sour White-Whole Wheat Parisian Bread (Un sliced) Product Code: 4107
 Unit Weight: 15 oz (425g) Count/Case: 20 Loafs Net Wt. 18.75 Lbs Delivery: Fresh
 Serving Size: 1/8 loaf - 1.87 oz (53g)

Ingredients: Water, Whole Wheat Flour, Enriched Wheat Flour (Unbleached Wheat Flour, Malted Barley Flour, Niacin, Iron, Thiamine Mononitrate (Vitamin B1), Riboflavin (Vitamin B2), Folic Acid), Sourdough Base (Enriched Wheat Flour (Wheat Flour, Niacin, Reduced Iron, Thiamin Mononitrate, Riboflavin, Folic Acid), Salt, Corn Starch, Fumaric Acid, Acetic Acid, Lactic Acid And 2% Or Less Of: Sodium Stearoyl Lactylate, Ascorbic Acid, Enzymes, L-Cysteine Hydrochloride), Yeast, Salt, Dough Conditioner (Wheat Flour, Datem, Contains 2% Or Less Of: Soybean Oil, Ascorbic Acid, Enzymes, L-Cysteine).

Contains: Wheat

Product Composition:

Type of Flour/Grain: 54% White Whole Wheat Flour / 46% Enriched Wheat Flour

Weight per Serving: 1.87 oz
 Weight of Flour/Grain: 37.96 g

National School Lunch/Breakfast Requirements:

Each 1.87 oz. Portion will provide:
2.25 oz. Bread Equivalents (Based on weight of flour/grain)

Nutrition Information:

| | Per Serving | Per 100g | Nutrients | Per Serving | Per 100g |
|-----------------------------|-------------|----------|--------------------------------|-------------|----------|
| Gram Weight (g) | 53.16 | 100.00 | Ash (g) | 0.74 | 1.39 |
| Basic Components | | | Vitamins | | |
| Calories (kcal) | 135.25 | 254.45 | Vitamin A - RAE (mcg) | 0.11 | 0.21 |
| Calories from Fat (kcal) | 7.59 | 14.28 | Vitamin B1 - Thiamin (mg) | 0.25 | 0.48 |
| Calories from SatFat (kcal) | 1.40 | 2.63 | Vitamin B2 - Riboflavin (mg) | 0.13 | 0.24 |
| Fat (g) | 0.84 | 1.59 | Vitamin B3 - Niacin Equiv (mg) | 3.28 | 6.17 |
| Saturated Fat (g) | 0.16 | 0.29 | Vitamin B6 (mg) | 0.09 | 0.17 |
| Poly Fat (g) | 0.37 | 0.70 | Vitamin B12 (mcg) | 0.00 | 0.00 |
| Mono Fat (g) | 0.09 | 0.17 | Vitamin C (mg) | 0.61 | 1.15 |
| Trans Fatty Acid (g) | 0.00 | 0.00 | Vitamin D - mcg (mcg) | 0 | 0 |
| Cholesterol (mg) | 0 | 0 | Vitamin E - Alpha-Toco (mg) | 0.22 | 0.41 |
| Protein (g) | 4.75 | 8.93 | Folate, DFE (mcg DFE) | 56.87 | 106.98 |
| Carbohydrates (g) | 28.14 | 52.94 | Minerals | | |
| Dietary Fiber (2016) (g) | 2.70 | 5.08 | Calcium (mg) | 10.72 | 20.16 |
| Total Sugars (g) | 0.37 | 0.69 | Iron (mg) | 1.55 | 2.92 |
| Added Sugar (g) | 0 | 0 | Sodium (mg) | 117.07 | 220.24 |
| Water (g) | 18.68 | 35.15 | Potassium (mg) | 96.59 | 181.71 |

Nutrition Facts

8 servings per container
 Serving size **1/8 loaf (53g)**

Amount per serving

Calories 140

| | |
|-------------------------------|-----------------------|
| | % Daily Value* |
| Total Fat 1g | 1% |
| Saturated Fat 0g | 0% |
| Trans Fat 0g | |
| Cholesterol 0mg | 0% |
| Sodium 115mg | 5% |
| Total Carbohydrate 28g | 10% |
| Dietary Fiber 3g | 11% |
| Total Sugars 0g | |
| Includes 0g Added Sugars | 0% |
| Protein 5g | |
| Vitamin D 0mcg | 0% |
| Calcium 0mg | 0% |
| Iron 1.5mg | 8% |
| Potassium 100mg | 2% |

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Nutrition information based on calculated analysis from USDA SR28 and data submitted by the manufacturer and their suppliers.

Baking Instructions: Take bread out of the box and place it on a baking sheet pan. Place bread 4" apart from each other. Pre heat oven to 375 F. and bake for 5 to 8 minutes or until golden.

For Further Information Contact:
 The Bonami Baking Co.
 Tania Cuellar
 424-653-8704

Tania Cuellar
 Authorized Officer - Manufacturer
 Secretary, C.F.O.
 Title
 Signature



Food and Nutrition Service

Product Formulation Statement for Documenting Grains in Child Nutrition Programs

(Crediting Standards Based on Grams of Creditable Grains (ounce equivalent))

Program operators should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Program operators have the option to choose the crediting method that fits their specific menu planning needs.

Product Name: Par-Baked Sour White-Whole Wheat Parisian Bread Code No.: 7104

Manufacturer: The Bonami Baking Co. Serving Size: 1.87 oz (53g)

(raw dough weight may be used to calculate creditable grains)

I. Does the product meet the whole grain-rich criteria? Yes [X] No

II. Does the product contain non-creditable grains? Yes No [X] How many grams? (Products with more than 0.24 ounce equivalent (oz eq) or 3.99 grams (g) for Groups A-G or 6.99g for Groups H and I of non-creditable grains do not credit toward the grains requirement for school meals.)

III. Use Exhibit A: Grain Requirements for Child Nutrition Programs in the Food Buying Guide for Child Nutrition Programs (FBG) 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 the grains contribution based on creditable grains. Groups A-G use the standard of 16g creditable grains per oz eq; Groups H and I use the standard of 28g creditable grains per oz eq or volume.)

Indicate which Exhibit A Group (A-I) the product belongs: B

Table with 4 columns: DESCRIPTION OF CREDITABLE GRAIN INGREDIENT*, GRAMS OF CREDITABLE GRAIN INGREDIENT PER PORTION¹, GRAM STANDARD OF CREDITABLE GRAINS PER OZ EQ (16g or 28g)², CREDITABLE AMOUNT. Rows include Whole Wheat Flour, Enriched Wheat Flour, Total, and Total Creditable Amount³.

* Creditable grains vary by Program. See the FBG for specific Program requirements. ¹ (Serving size) X (% of creditable grains in formula); 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 1.87 oz (53g)

Total contribution of product (per portion) 2.25 oz eq

I certify that the above information is true and correct and that a 1.87 ounce portion of this product (ready for serving) provides 2.25 oz eq grains. I further certify that non-creditable grains are not above 0.24 oz eq per portion. Products with more than 0.24 oz eq or 3.99g for Groups A-G or 6.99g for Groups H and I of non-creditable grains do not credit toward the grains requirement for school meals.

Signature: [Handwritten Signature] Printed Name: Tania Cuellar

Title: secretary, C.F.O Date: 3/3/2023 Phone Number: 925 473-9736



The Bonami Baking Co.
380 E. 10th St.
Pittsburg, CA 94565

PRODUCT INFORMATION SHEET

Company: The Bonami Baking Co. Date: December 1, 2022
 Product: Wheat Brioche Hamburger Bun Product Code: 6482
 Unit Weight: 2.0 oz (56.7g) Count/Case: 120 Net Wt. 15.0 Lbs Delivery: Fresh
 Serving Size: 2.0 oz (56.7g)

Ingredients: Whole Wheat Flour, Enriched Wheat Flour (Unbleached Wheat Flour, Malted Barley Flour, Niacin, Iron, Thiamine Mononitrate (Vitamin B1), Riboflavin (Vitamin B2), Folic Acid), Eggs, Butter (Pasteurized Cream, Natural Flavorings), Sugar, Water, Dried Whey, Salt, Yeast.

Contains: Egg, Milk, Wheat

Product Composition:

Type of Flour/Grain: 52% Whole Wheat Flour / 48% Enriched Wheat Flour

Weight per Serving: 2.0 oz
 Weight of Flour/Grain: 32.63 g

National School Lunch/Breakfast Requirements:

Each 2.0 oz. Portion will provide:
2.0 oz. Bread Equivalents

Nutrition Information:

| Nutrients | Per Serving | Per 100g | Nutrients | Per Serving | Per 100g |
|-----------------------------|-------------|----------|--------------------------------|-------------|----------|
| Gram Weight (g) | 56.70 | 100.00 | Ash (g) | 1.20 | 2.11 |
| Basic Components | | | Vitamins | | |
| Calories (kcal) | 200.83 | 354.20 | Vitamin A - RAE (mcg) | 68.08 | 120.07 |
| Calories from Fat (kcal) | 66.36 | 117.05 | Vitamin B1 - Thiamin (mg) | 0.23 | 0.40 |
| Calories from SatFat (kcal) | 36.15 | 63.75 | Vitamin B2 - Riboflavin (mg) | 0.21 | 0.38 |
| Fat (g) | 7.47 | 13.18 | Vitamin B3 - Niacin Equiv (mg) | 3.27 | 5.76 |
| Saturated Fat (g) | 4.02 | 7.08 | Vitamin B6 (mg) | 0.11 | 0.19 |
| Poly Fat (g) | 0.78 | 1.37 | Vitamin B12 (mcg) | 0.17 | 0.31 |
| Mono Fat (g) | 1.99 | 3.51 | Vitamin C (mg) | 0.42 | 0.75 |
| Trans Fatty Acid (g) | 0.23 | 0.40 | Vitamin D - mcg (mcg) | 0.37 | 0.65 |
| Cholesterol (mg) | 64.86 | 114.39 | Vitamin E - Alpha-Toco (mg) | 0.48 | 0.85 |
| Protein (g) | 5.97 | 10.54 | Folate, DFE (mcg DFE) | 57.04 | 100.61 |
| Carbohydrates (g) | 28.45 | 50.18 | Minerals | | |
| Dietary Fiber (2016) (g) | 2.23 | 3.93 | Calcium (mg) | 31.99 | 56.42 |
| Total Sugars (g) | 5.08 | 8.97 | Iron (mg) | 1.57 | 2.77 |
| Added Sugar (g) | 3.37 | 5.94 | Sodium (mg) | 258.39 | 455.73 |
| Water (g) | 13.61 | 24.00 | Potassium (mg) | 137.28 | 242.12 |

Nutrition information based on calculated analysis from USDA SR28 and data submitted by the manufacturer and their suppliers.

| Nutrition Facts | |
|----------------------------|-------------|
| 120 servings per container | |
| Serving size | 1 bun (57g) |
| Amount per serving | |
| Calories | 200 |
| % Daily Value* | |
| Total Fat 7g | 9% |
| Saturated Fat 4g | 20% |
| Trans Fat 0g | |
| Cholesterol 65mg | 22% |
| Sodium 260mg | 11% |
| Total Carbohydrate 28g | 10% |
| Dietary Fiber 2g | 7% |
| Total Sugars 5g | |
| Includes 3g Added Sugars | 6% |
| Protein 6g | |
| Vitamin D 0.4mcg | 2% |
| Calcium 30mg | 2% |
| Iron 1.6mg | 8% |
| Potassium 140mg | 2% |

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

For Further Information Contact:

The Bonami Baking Co.
Tania Cuellar
424-653-8704

Tania Cuellar
 Authorized Officer - Manufacturer
Secretary, G.F.O.
 Title
[Signature]
 Signature



Food and Nutrition Service

Product Formulation Statement for Documenting Grains in Child Nutrition Programs

(Crediting Standards Based on Grams of Creditable Grains (ounce equivalent))

Program operators should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Program operators have the option to choose the crediting method that fits their specific menu planning needs.

Product Name: Wheat Brioche Hamburger Bun Code No.: 6482

Manufacturer: The Bonami Baking Co. Serving Size: 2.0 oz (56.7g) (raw dough weight may be used to calculate creditable grains)

I. Does the product meet the whole grain-rich criteria? Yes [X] No

II. Does the product contain non-creditable grains? Yes No [X] How many grams? (Products with more than 0.24 ounce equivalent (oz eq) or 3.99 grams (g) for Groups A-G or 6.99g for Groups H and I of non-creditable grains do not credit toward the grains requirement for school meals.)

III. Use Exhibit A: Grain Requirements for Child Nutrition Programs in the Food Buying Guide for Child Nutrition Programs (FBG) 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 the grains contribution based on creditable grains. Groups A-G use the standard of 16g creditable grains per oz eq; Groups H and I use the standard of 28g creditable grains per oz eq or volume.)

Indicate which Exhibit A Group (A-I) the product belongs: B

Table with 4 columns: DESCRIPTION OF CREDITABLE GRAIN INGREDIENT, GRAMS OF CREDITABLE GRAIN INGREDIENT PER PORTION, GRAM STANDARD OF CREDITABLE GRAINS PER OZ EQ, CREDITABLE AMOUNT. Rows include Whole Wheat Flour, Enriched Wheat Flour, and Total Creditable Amount.

* Creditable grains vary by Program. See the FBG for specific Program requirements. 1 (Serving size) X (% of creditable grains in formula); 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 2.0oz (56.7g)

Total contribution of product (per portion) 2.0 oz eq

I certify that the above information is true and correct and that a 2.0 ounce portion of this product (ready for serving) provides 2.0 oz eq grains. I further certify that non-creditable grains are not above 0.24 oz eq per portion. Products with more than 0.24 oz eq or 3.99g for Groups A-G or 6.99g for Groups H and I of non-creditable grains do not credit toward the grains requirement for school meals.

Signature: Tania Cuellar
Printed Name: Tania Cuellar

Title: Secretary, C.F.O.
Date: 3/3/2023
Phone Number: (925) 473-9736



The Bonami Baking Co.
380 E. 10th St.
Pittsburg, CA 94565

PRODUCT INFORMATION SHEET

Company: The Bonami Baking Co. Date: September 14, 2022
 Product: Wheat Croissants Product Code: 25076
 Unit Weight: 3.0 oz (85g) Count/Case: 144 Net Wt. 27.0 Lbs Delivery: Frozen
 Serving Size: 3.0 oz (85g)

Ingredients: Water, Whole Wheat Flour, Butter (Pasteurized Cream, Natural Flavorings), Enriched Wheat Flour (Unbleached Wheat Flour, Malted Barley Flour, Niacin, Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Sugar, Dried Whey, Salt, Dough Conditioner (Wheat Flour, Datem. Contains 2% Or Less Of Each Of The Following: Soybean Oil, Ascorbic Acid, Enzymes, L-Cysteine), Yeast.

Contains: Milk, Wheat

Product Composition:

Type of Flour/Grain: 55% Whole Wheat Flour / 45% Enriched Wheat Flour

Weight per Serving: 3.0 oz

Weight of Flour/Grain: 36.89 g

National School Lunch/Breakfast Requirements:

Each 3.0 oz. Portion will provide:
2.25 oz. Bread Equivalents (Based on weight of flour/grain)

Nutrition Information:

| Nutrients | Per Serving | Per 100g | Nutrients | Per Serving | Per 100g |
|-----------------------------|-------------|----------|--------------------------------|-------------|----------|
| Gram Weight (g) | 85.05 | 100.00 | Ash (g) | 1.30 | 1.53 |
| Basic Components | | | Vitamins | | |
| Calories (kcal) | 285.70 | 335.93 | Vitamin A - RAE (mcg) | 126.42 | 148.64 |
| Calories from Fat (kcal) | 139.95 | 164.56 | Vitamin B1 - Thiamin (mg) | 0.27 | 0.31 |
| Calories from SatFat (kcal) | 86.83 | 102.10 | Vitamin B2 - Riboflavin (mg) | 0.17 | 0.20 |
| Fat (g) | 15.82 | 18.60 | Vitamin B3 - Niacin Equiv (mg) | 3.36 | 3.96 |
| Saturated Fat (g) | 9.65 | 11.34 | Vitamin B6 (mg) | 0.10 | 0.11 |
| Poly Fat (g) | 0.92 | 1.09 | Vitamin B12 (mcg) | 0.07 | 0.08 |
| Mono Fat (g) | 3.98 | 4.68 | Vitamin C (mg) | 0.94 | 1.11 |
| Trans Fatty Acid (g) | 0.61 | 0.71 | Vitamin D - mcg (mcg) | 0.28 | 0.33 |
| Cholesterol (mg) | 39.75 | 46.74 | Vitamin E - Alpha-Toco (mg) | 0.64 | 0.75 |
| Protein (g) | 4.97 | 5.84 | Folate, DFE (mcg DFE) | 54.82 | 64.46 |
| Carbohydrates (g) | 32.77 | 38.53 | Minerals | | |
| Dietary Fiber (2016) (g) | 2.68 | 3.15 | Calcium (mg) | 26.80 | 31.51 |
| Total Sugars (g) | 6.07 | 7.13 | Iron (mg) | 1.52 | 1.79 |
| Added Sugar (g) | 4.60 | 5.41 | Sodium (mg) | 306.07 | 359.87 |
| Water (g) | 30.19 | 35.50 | Potassium (mg) | 131.56 | 154.68 |

Nutrition information based on calculated analysis from USDA SR28 and data submitted by the manufacturer and their suppliers.

| Nutrition Facts | |
|--------------------------------|------------|
| 144 servings per container | |
| Serving size 1 croissant (85g) | |
| Amount per serving | |
| Calories | 290 |
| % Daily Value* | |
| Total Fat 16g | 21% |
| Saturated Fat 10g | 50% |
| Trans Fat 0.5g | |
| Cholesterol 40mg | 13% |
| Sodium 310mg | 13% |
| Total Carbohydrate 33g | 12% |
| Dietary Fiber 3g | 11% |
| Total Sugars 6g | |
| Includes 5g Added Sugars | 10% |
| Protein 5g | |
| Vitamin D 0mcg | 0% |
| Calcium 30mg | 2% |
| Iron 1.5mg | 8% |
| Potassium 130mg | 2% |

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

For Further Information Contact:

The Bonami Baking Co.
Tania Cuellar
424-653-8704

Tania Cuellar
 Authorized Officer - Manufacturer
Secretary, C.F.O.
 Title
[Signature]
 Signature



Food and Nutrition Service

Product Formulation Statement for Documenting Grains in Child Nutrition Programs

(Crediting Standards Based on Grams of Creditable Grains (ounce equivalent))

Program operators should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Program operators have the option to choose the crediting method that fits their specific menu planning needs.

Product Name: Wheat Croissant Code No.: 25076

Manufacturer: The Bonami Baking Co. Serving Size: 3.0 oz (85g) (raw dough weight may be used to calculate creditable grains)

I. Does the product meet the whole grain-rich criteria? Yes [X] No

II. Does the product contain non-creditable grains? Yes No [X] How many grams? (Products with more than 0.24 ounce equivalent (oz eq) or 3.99 grams (g) for Groups A-G or 6.99g for Groups H and I of non-creditable grains do not credit toward the grains requirement for school meals.)

III. Use Exhibit A: Grain Requirements for Child Nutrition Programs in the Food Buying Guide for Child Nutrition Programs (FBG) 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 the grains contribution based on creditable grains. Groups A-G use the standard of 16g creditable grains per oz eq; Groups H and I use the standard of 28g creditable grains per oz eq or volume.)

Indicate which Exhibit A Group (A-I) the product belongs: B

Table with 4 columns: DESCRIPTION OF CREDITABLE GRAIN INGREDIENT*, GRAMS OF CREDITABLE GRAIN INGREDIENT PER PORTION¹, GRAM STANDARD OF CREDITABLE GRAINS PER OZ EQ (16g or 28g)², CREDITABLE AMOUNT. Rows include Whole Wheat Flour, Enriched Wheat Flour, and Total Creditable Amount³.

* Creditable grains vary by Program. See the FBG for specific Program requirements. ¹ (Serving size) X (% of creditable grains in formula); 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 3.0 oz (85g)

Total contribution of product (per portion) 2.25 oz eq

I certify that the above information is true and correct and that a 3.0 ounce portion of this product (ready for serving) provides 2.25 oz eq grains. I further certify that non-creditable grains are not above 0.24 oz eq per portion. Products with more than 0.24 oz eq or 3.99g for Groups A-G or 6.99g for Groups H and I of non-creditable grains do not credit toward the grains requirement for school meals.

Signature: Tania Cuellar Printed Name

Title: Secretary, C.F.O. Date: 3/3/2023 Phone Number: 925 473-9736



SB 12 COMPLIANT & Trans Fat FREE-

PRODUCT: **Whole Grain Blueberry Muffin**

CODE: 15044

SERVING SIZE: 3.0 oz

FAT 34.6%

SATURATED FAT 6.4%

SUGAR 20.3%

INGREDIENTS: Whole Wheat & Bleached Enriched Wheat Flour, Sugar, Eggs, Milk, Blueberries, Soybean Oil, & Leavening.

| | | | |
|----------------------|----------|----------------------|----------|
| CALORIES | 239 | VITAMIN A | 67.5 IU |
| CARBOHYDRATES | 36.0 g | VITAMIN C | .1 mg |
| PROTIEN | 4.8g | VITAMIN D | 4.5 IU |
| FAT-TOTAL | 9.2g | DIETARY FIBER | 2.9 g |
| SATURATED FAT | 1.7g | SUGAR | 17.3 g |
| TRANS FAT | 0g | THIAMIN | .04 mg |
| CHOLESTEROL | 54.7 mg | RIBOFLAVIN | .09 Mg |
| ASH | 1.3g | NIACIN | .5 mg |
| SODIUM | 338.4 mg | VITAMIN B6 | .04 mg |
| IRON | .6 mg | FOLIC ACID | 8.0 mcg |
| CALCIUM | 19.8 | POTASSIUM | 238.4 mg |

USE OF COMMODITES: All Purpose Flour, Eggs, Milk, Blueberries, Vegetable Oil


SIGNATURE

ALLERGENS: Eggs, Soy, Wheat, Milk

secretary, C.F.O.
TITLE

3/23/2022
DATE

DATE

(925)473-9736
PHONE NUMBER

PHONE NUMBER

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

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: Whole Grain Blueberry Muffin Code No.: 15044
 Manufacturer: Bonami Serving Size 3.0 oz
 (raw dough weight may be used to calculate creditable grain amount)

I. Does the product meet the Whole Grain-Rich Criteria: Yes 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 No How many grams: _____
 (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 16grams creditable grain per oz eq. Group H uses the standard of 28grams 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: _____

| Description of Creditable Grain Ingredient* | Grams of Creditable Grain Ingredient per Portion ¹ | Gram Standard of Creditable Grain per oz equivalent (16g or 28g) ² | Creditable Amount |
|---|---|---|-------------------|
| | A | B | A ÷ B |
| Whole Wheat Flour | 16.00 | 16 | 1.000 |
| Enriched Flour | 16.00 | 16 | 1.000 |
| Total Creditable Amount³ | | | |

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

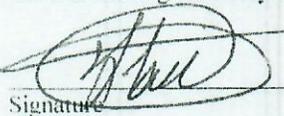
¹ (Serving size) X (% of creditable grain in formula). Please be aware that serving sizes other than grams must be converted to grams.

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 85.1 g (3.0 oz)
 Total contribution of product (per portion) 2.00 oz equivalent

I certify that the above information is true and correct and that a _____ ounce portion of this product (ready for serving) provides _____ 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.


 Signature

C.E.O
 Title

Magdiel Cuellar
 Printed Name

09/02/21 (415)637-0229
 Date Phone Number



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|-----------------------|
| PRODUCER Pennbrook Insurance Services, Inc. 142 Sansome Street 4th Floor San Francisco, CA 94104 | CONTACT NAME: Alberto Medina | |
| | PHONE (A/C, No, Ext): E-MAIL ADDRESS: amedina@pennbrookins.com | FAX (A/C, No): |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED The Bonami Baking Company Inc. Tania Cuellar 380 East 10th Street Pittsburg, CA 94565 | INSURER A : ACE Property & Casualty Insurance Company | 20699 |
| | INSURER B : Progressive American Insurance Company | 24252 |
| | INSURER C : Travelers Property Casualty Company of America | 25674 |
| | INSURER D : ProCentury Insurance Company | 21903 |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | | 6805W043841 | 3/7/2023 | 3/7/2024 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 1,000,000 |
| | | | | | | | | \$ |
| B | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | X | | 00858765-0 | 3/7/2023 | 9/7/2023 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | X | | CUP5W345100 | 3/7/2023 | 3/7/2024 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ 5,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | | N / A | WCMPRO517985700 | 7/1/2022 | 7/1/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mt. Diablo Unified School District is provided additional insured status for general liability only per written agreement with the named insured.

| | |
|--|--|
| CERTIFICATE HOLDER | CANCELLATION |
| Mt. Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Jennifer Davis</i> |

TABLE OF CONTENTS

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG T1 00 02 19**

SECTION I – COVERAGES

Beginning on Page

Coverage A –

**Bodily Injury and Property
Damage Liability**

Insuring Agreement 1

Exclusions 2

Coverage B –

**Personal and Advertising
Injury Liability**

Insuring Agreement 6

Exclusions 6

Coverage C –

Medical Payments

Insuring Agreement 9

Exclusions 9

Supplementary Payments 10

SECTION II – WHO IS AN INSURED 11

SECTION III – LIMITS OF INSURANCE 13

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 13

Bankruptcy 13

Duties In The Event Of Occurrence, Offense, Claim Or Suit 13

Legal Action Against Us 14

Other Insurance 15

Premium Audit 16

Representations 16

Separation Of Insureds 16

Transfer Of Rights Of Recovery Against Others To Us 16

When We Do Not Renew 16

SECTION V – DEFINITIONS 16

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

COMMERCIAL GENERAL LIABILITY

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

- (2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
 - (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.
- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

(3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

COMMERCIAL GENERAL LIABILITY

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- 2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

COMMERCIAL GENERAL LIABILITY

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:
- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.
- The insurance provided to such premises owner, manager or lessor is subject to the following provisions:
- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.
- The insurance provided to such equipment lessor is subject to the following provisions:
- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

COMMERCIAL GENERAL LIABILITY

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;
- that is your partner, joint venture member, manager or trustee; or
- (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- ### 3. Legal Action Against Us
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis;
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is insurance for "premises damage";

- (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

- (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

- (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (b) The total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":
- a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
- provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

COMMERCIAL GENERAL LIABILITY

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
13. "Insured contract" means:
- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
 - A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - An elevator maintenance agreement;
 - That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.
14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
15. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

COMMERCIAL GENERAL LIABILITY

21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from fire, explosion or lightning; or
- (5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

STATE OF CALIFORNIA

**DEPARTMENT OF PUBLIC HEALTH
FOOD AND DRUG BRANCH**

PROCESSED FOOD REGISTRATION

THE BONAMI BAKING COMPANY INC.
THE BONAMI BAKING COMPANY INC.
380 E. 10TH STREET
PITTSBURG, CA 94565

REGISTRATION NUMBER: 73830
EXPIRATION DATE: 10/15/2023

THE PERSON NAMED HEREIN IS REGISTERED TO MANUFACTURE, PACK, OR HOLD PROCESSED FOOD IN THE STATE OF CALIFORNIA THROUGH THE EXPIRATION DATE. THIS REGISTRATION IS ISSUED IN ACCORDANCE WITH THE CALIFORNIA HEALTH AND SAFETY CODE AND IS NOT TRANSFERABLE TO ANY OTHER PERSON OR PLACE. THE REGISTRANT IS REQUIRED BY LAW TO IMMEDIATELY NOTIFY THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH OF ANY CHANGE IN THE INFORMATION REPORTED IN THE APPLICATION.

Food and Drug Branch, 1500 Capitol Avenue, MS 7602, PO Box 997435, Sacramento, CA 95899-7435 (916) 650-6500

City of Pittsburg
BUSINESS PERMIT



Location: THE BONAMI BAKING CO INC
380 E 10TH ST
PITTSBURG, CA 94565

Mailing: THE BONAMI BAKING CO INC
380 E 10TH ST
PITTSBURG, CA 94565

Issued Date:
1/1/2023

Expiration Date:
12/31/2023

Permit #:
078005

Sic Code: 2051

Classification: Bread and Other Bakery Produ

This license does not indicate the above business has complied with all city regulations. The granting of this business license shall not be construed as approval of the operation of your business in violation of any provisions of the city code or any state law.



Finance Director

POST IN A CONSPICUOUS PLACE

City of Pittsburg
BUSINESS LICENSE



Location: THE BONAMI BAKING CO INC
380 E 10TH ST
PITTSBURG, CA 94565

Mailing: THE BONAMI BAKING CO INC
380 E 10TH ST
PITTSBURG, CA 94565

Issued Date:
1/1/2023

Expiration Date:
12/31/2023

License #:
078004

Sic Code: 2051

Classification: Bread and Other Bakery Produ

This license does not indicate the above business has complied with all city regulations. The granting of this business license shall not be construed as approval of the operation of your business in violation of any provisions of the city code or any state law.



Finance Director

POST IN A CONSPICUOUS PLACE



FOOD SAFETY PREVENTIVE CONTROLS ALLIANCE

CERTIFICATE OF TRAINING

is awarded to

Tania Del Carmen Cuellar

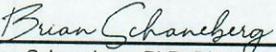
in recognition for having successfully completed
the Food Safety Preventive Controls Alliance course:
FSPCA Preventive Controls for Human Food

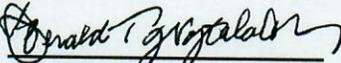
delivered by Lead Instructor

Cynthia Weber

completed on

10/16/2022


Brian Schaneberg, PhD, Director
Institute for Food Safety and Health


Gerald Wojtala, Executive Director
International Food Protection Training Institute


Steve Mandernach, JD, Executive Director
Association of Food and Drug Officials



Certificate # c03e9b0d



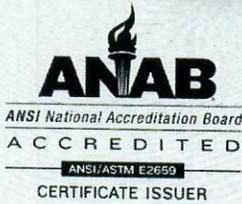
CERTIFICATE OF COMPLETION
IS AWARDED TO

TANIA DEL CARMEN CUELLAR

FOR SUCCESSFUL COMPLETION OF THE

**California Food Handler Training
Certificate Program**

THIS COURSE SUCCESSFULLY MEETS THE REQUIREMENTS FOR THE
CALIFORNIA FOOD HANDLER CARD



Donald Yoo
CEO
123PremierFoodSafety.com
800-676-3121

Premier Food Safety

Issue Date: 04/06/22
Expiration Date: 04/05/25

Confirmation # 7336019
Verification Code: 2022-FZKAYK

PremierFoodSafety

California Food Handler Card
TANIA DEL CARMEN CUELLAR



Issue Date: 04/06/22
Expiration Date: 04/05/25

Confirmation # 7336019
Verification Code: 2022-FZKAYK
123PremierFoodSafety.com
1-800-676-3121

PremierFoodSafety

California Food Handler Card
TANIA DEL CARMEN CUELLAR



Issue Date: 04/06/22
Expiration Date: 04/05/25

Confirmation # 7336019
Verification Code: 2022-FZKAYK
123PremierFoodSafety.com
1-800-676-3121

CLIENT: The Bonami Baking Co.

DATE: 04/05/2022



SCOPE OF SERVICE

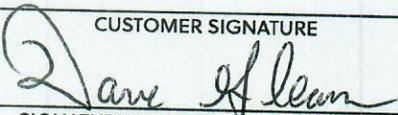
PROFESSIONAL PEST MANAGEMENT

| Service | Description | Frequency |
|----------------------|--|-----------|
| Pest control service | Clark Tech will check in with the owner, Tania Cuellar. The site log will be reviewed for any concerns noted since the last visit. All pertinent info in the on-site document binder will be reviewed and updated as needed. *Scope of Service shall be reviewed at least annually & revised as needed. | Monthly. |
| Interior management | <ul style="list-style-type: none">* Inspect/Monitor overall pest activity inside of the facility* Tin Cats - inspected, cleaned, and dated with punch cards and barcoded inside device - glue boards replaced (rodent carcasses disposed of off-site) as required. | Monthly - |
| Exterior management | <ul style="list-style-type: none">* Inspect/monitor overall pest activity outside of the facility* Exterior Rodent Stations - inspected, cleaned, and dated with punch cards and barcoded inside device.*Spot treat for assorted dooryard insects along the building perimeter of the facility as needed | Monthly |

| Service | Description | Frequency |
|--------------------------|--|-----------|
| Exterior weed management | Clark Pest Control is currently not providing this service | |
| Service report | An inspection report will be generated by the Clark Pest Control Technician upon completion of the service - listed findings/IPM recommendations will be reviewed with the site contact person | Monthly |
| Emergency call back | Please refer bellow to the contact info | |

CLARK PEST CONTROL CONTACT INFORMATION

| | |
|------------------------------|--|
| Address | 4045 Nelson Ave. suite B. Concord CA 94520 |
| Phone | 925.757.5890 |
| Fax | 925.778.7907 |
| Service technician | Steve Soliman 925.214.2990 |
| Quality assurance supervisor | Dave Gleason 925.382.9688 |
| QA service manager | Dan Bonnici 925.757.5890 |
| Corporate quality assurance | Greg Ingram 209.327.3990 |

X _____
 CUSTOMER SIGNATURE


 SIGNATURE OF CLARK REPRESENTATIVE

 PRINT NAME
Dave Gleason

 PRINT NAME

 DATE
04.05.2022

 DATE



SCOPE OF SERVICE

PROFESSIONAL PEST MANAGEMENT

INTEGRATED PEST MANAGEMENT (IPM) PROGRAM FOR:

The Bonami Baking Co.

Based on the facility assessment conducted to determine the current and potential needs of
The Bonami Baking Co. and the agreed-upon services,
the following Integrated Pest Management program will be provided by Clark Pest Control.

UNDERSTANDING OF SITUATION

The Bonami Baking Co. currently manufactures and/or produces Baked Goods at this location. IPM services provided must conform to local State and Federal regulations and meet the requirements of customers of the business to remain in good standing.

Based on the customer requirements and the current needs of the facility, Clark Pest Control will provide the following services for this site:

SCOPE OF SERVICES

Clark Pest Control will provide service monthly. The Clark Pest Control service technician will contact the assigned facility IPM coordinator or designated facility personnel upon arrival at the site and will discuss any reported activity and special needs of the facility. A schedule and areas of service for each visit will be discussed to minimize any potential conflict with the service schedule and facility production needs. The Clark Pest Control technician will meet with designated facility personnel at the conclusion of each service to discuss observations and activities. All activities provided will be fully documented and presented to the company representative for review and signature.

Clark Pest Control will provide the appropriate regulatory required documentation and other requirements as specified by the customer to meet third party or internal audit protocols. This documentation will be maintained in onsite Pest Management Log Book at a location designated by the customer.

A Pest Sighting Log will be provided to allow customer personnel to document and report any pest sighting noted during their time at the facility. The technician will review the pest sighting log at each visit, investigate any pest sightings reported and document the results and actions taken in the log book.

An essential element of a viable Integrated Pest Management program is ongoing inspection of the facility. Inspections are conducted to verify the effectiveness of current pest management strategies and to identify conditions that may have developed that would be conducive to pest entry and a pest

infestation developing in the facility. A portion of each service time will be dedicated to surveying the facility for evidence of current pest activity or conditions that may encourage it. A written report of findings will be submitted to the facility pest management coordinator for review and comment at the end of the service.

Clark Pest Control will provide periodic Quality Assurance reviews to assess documentation control and status of the current IPM program. Additionally, an annual IPM assessment of the facility will be conducted of the entire facility and IPM program to determine any changes required. These reviews will be conducted to evaluate the current status of the facility as related to the IPM program and make recommendations for change as indicated by the assessments. Any and all changes will be submitted and discussed with facility designated personnel prior to changes being made.

Effective and efficient IPM programs rely on a high level of communication and cooperation between Clark Pest Control and The Bonami Baking Co. Knowledge is the key to the program's success. It is expected that The Bonami Baking Co. will evaluate and act upon recommendations made by Clark Pest Control to resolve noted conditions conducive to pest activity in a timely and effective manner. Clark Pest Control personnel will provide a follow-up review during a scheduled service and advise The Bonami Baking Co. of the corrective actions needed to be taken for effectiveness and completeness.

The Integrated Pest Management program for this facility may consist of the following activities and materials:

- Risk-based analysis specific to the site to establish and prevent negative impact of pest activity to products and or environment of the facility and its immediate area.
- Physical inspection of pest-vulnerable areas
- Rodent monitoring and control devices for the applicable commensal rodent species
- Insect light traps
- Pheromone traps for select stored product pests
- Pest inspection zones
- Date cards inside each monitor and control device. A unique Cp hole punch will be utilized as part of CPC's internal quality assurance program.

PEST MANAGEMENT LOG BOOK

Clark Pest Control will create and maintain a Pest Management Log Book for your specific facility. This manual will provide relevant information required by regulatory statute or required by the facility policies. Clark Pest Control will maintain all documentation to ensure it remains current with expectations and is compliant with the needs of the facility.

At a minimum, Clark Pest Control will maintain the following information in the Clark pest management log book:

- Company barcode to document electronically when binder has been inspected.
- ID badge for all Clark personnel who service or supervise account
- Key for access to all exterior bait stations
- Clark Pest Control certificates
- Scope of Service, Contact List
- Clark agreement

- Site map locating all devices installed and serviced both interior and exterior of building.
- Liability insurance certificate
- Branch business license
- Technicians license and certificates
- Material Use Report (in event that electronic issues arise during regular service)
- Pest Site Log
- Labels/SDS
- Pest management reports
- Assessments
- Correspondence
- Remediation guidelines

Pesticide labels and Safety Data Sheets will be provided to the IPM Coordinator or designated person prior to being applied in or around the facility. The selection of materials to be used will be done based on label information, allowing materials to be applied in association with food processing facilities. The information should be incorporated into the facility chemical control program to meet regulatory requirements. Label directions will be strictly followed at all times. Accurate information will be provided for each application made and retained on file in the Clark Pest Control pest management log book.

INSPECTION

Based on the materials used and the susceptibility to pest activity, pest vulnerable areas of the facility will be inspected monthly to determine the status and condition of these locations. (A pest vulnerable area is defined as an area or product that is likely to have a high potential for pest entry or activity, such as a raw material warehouse or select processing areas for the purpose of this scope of service.) Pest inspection zones may be established within the facility and identified through the bar coding system utilized by Clark Pest Control to ensure consistency and timeliness of the inspections conducted. Exception findings will be documented and submitted to the IPM coordinator or to other designated facility personnel.

PEST SPECIES

Pests included in this Scope of Service may include common cockroach species, ants, typical small and domestic flies, and common occasional invading insects. The common commensal rodents (House Mouse, Norway Rat, Roof Rat) will also be included.

Termites, birds, bed bugs, etc., and animals requiring trapping or other regulatory handling requirements, are excluded from this agreement. In the event that certain pest or birds are to be added to the service provided, a specific agreement outlining those procedures will be included.

EXTERIOR RODENT DEVICE PROGRAM

Exterior rodent devices consisting of secured-in-place tamper-resistant bait stations that contain approved rodenticides or nontoxic monitoring blocks or mechanical rodent control devices may be installed, based on the assessment and needs of the facility. The selection of devices used will be determined by the history of activity and/or species of rodents noted that may present a risk to the facility. Exterior devices will be monitored, cleaned, and service-documented on a Monthly basis. Service frequency may be increased should rodent activity make it necessary. The facility will be notified if

additional service frequency and/or expense changes are required.

Service conducted on exterior rodent management devices will consist of: opening devices, scanning the barcode for electronic documentation, punching the date card with the unique Cp hole punch for internal CPC quality assurance program, inspecting the interior and exterior, identifying any activity, replacing rodenticides or non-toxic monitoring blocks as needed, cleaning, repairing/replacing damaged devices, placarding as needed, documenting findings, and re-securing the devices as necessary. The area adjacent to and between station placements will be inspected for any evidence of pest activity or structural damage, and recommendation for corrective action(s) required will be submitted to the facility IPM coordinator or the designated person. Snap traps, if used, will be serviced monthly and maintained as required.

Keeping with the proactive approach to pest management, the exterior grounds will be inspected periodically by Clark Pest Control personnel to determine the presence of pest vulnerable conditions or determine the presence of any current activity. Recommendations for corrective action will be submitted in writing to the facility IPM coordinator or designated person for action. Any and all pest management activities conducted on the grounds will be documented.

A map of the facility which identifies the placement location of all exterior rodent monitoring devices will be developed for the facility, and maintained and reviewed and revised as needed. The accuracy of the device placement will be verified annually. All changes or temporary devices installed during the course of service to address a specific issue will be on the site map for those permanently installed, or on an addendum map for temporary devices installed. Maps will be maintained in the Pest Management Log Book.

INTERIOR RODENT MONITORING DEVICES

Interior rodent control devices appropriate to the rodent species posing a threat to the facility are an essential part of any IPM program. They are a data collection system designed and utilized to provide information concerning the introduction of a rodent into a facility or to alert that a facility has been compromised. It is important that personnel understand the importance of these devices and take care to avoid damaging or mishandling them. The selection of the devices will be based on the assessment and requirements of the facility.

Clark Pest Control may install and maintain rodent monitoring devices that consist of mechanical rodent control devices, glue boards, snap traps or other acceptable devices with approval of the designated facility IPM coordinator. Inspection, cleaning, and servicing of interior rodent control devices will be done on a monthly as-agreed-upon basis with the facility.

The interior rodent monitoring devices service will consist of: opening the device, scanning the barcode for electronic documentation, punching the date card with the unique Cp hole punch for internal CPC quality assurance program, inspecting the device for evidence of pest activity, replacing glue boards as needed (some areas of the facility may not include glue boards in monitoring devices due to environment), cleaning, verifying function, placarding as needed, and documenting all service and findings.

Live rodents captured in the monitoring device will be removed from the facility to the exterior of the building. Dead rodents will be removed from the facility in the same manner. All rodents captured will be removed completely from facility site and disposed of properly off site. Any damaged or unserviceable devices

will or may be repaired or replaced at the time of service, or as soon as possible depending on the situation.

Detailed documentation of all activity and service conducted on each device will be documented and identified by device designator. A record of service will be provided for the facility IPM coordinator or designated person and retained on file in the pest management log book, or supplied electronically.

A map of the facility which identifies the placement location of all Interior rodent monitoring devices will be developed for the facility and maintained and reviewed and revised as needed. The accuracy of the device placement will be verified annually. All changes or temporary devices installed during the course of service to address a specific issue will be on the site map for those permanently installed or on an addendum map for temporary devices installed. Maps will be maintained in the Pest Management Log Book.

INSECT LIGHT TRAPS (ILT)

ILTs are utilized to monitor for flying insect activity entering or present in a facility. These are not to be considered as control device and will not eliminate a flying insect population completely. They will be used as a verification tool to determine the effectiveness of the control program undertaken by Clark Pest Control. It should be understood that exclusion through door control and sanitation and operational practices are a critical factor to eliminate flying insect activity.

A glue board-style insect light trap may be installed at strategic locations in the facility according to the pest management assessment and recommendations of the manufacturer. The devices will be serviced monthly . The Insect Light Trap monitoring devices service will consist of: opening the device, scanning the barcode for electronic documentation, punching the date card with the unique Cp hole punch for internal CPC quality assurance program, inspecting the device and documenting the results pertaining to the type of insect and number present, which will be retained on file. The presence of stored product insects captured in the devices will be brought to the attention of the facility for further investigation.

Glue boards used in the ILT will be changed as needed, based on insect counts and condition of the glue board. Devices will be maintained in a sanitary manner through cleaning units at each service to remove residue from insect activity, or operations adjacent to the unit. The ultraviolet bulbs will be wiped down to remove dust that may reduce the effectiveness of the units at each service.

A map of the facility that identifies the placement location of all insect light traps will be developed for the facility, and maintained and reviewed and revised as needed. The accuracy of the device placement will be verified annually. All changes or temporary devices installed during the course of service to address a specific issue will be on the site map for those permanently installed, or on an addendum map for temporary devices installed. Maps will be maintained in the Pest Management Log Book.

Ultraviolet bulbs will be replaced based on the manufacturer's recommendations, or in the absence of this information, annually prior to the season of high activity. Shatter-resistant bulbs will be utilized in all devices installed in the facility. A date will be added to device when bulbs have been changed and documented in the Pest Management Log Book.

PHEROMONE MONITORING

Where appropriate, based on the products stored and used within the facility, a pheromone monitoring program may be implemented for the three most common stored product pests for which effective pheromones are available. The warehouse beetle, cigarette beetle, and the Indian Meal Moth pheromone attractants may be installed and monitored during each service provided. The pheromone monitoring device service will consist of: opening the device, scanning the barcode for electronic documentation, punching the date card with the unique Cp hole punch for internal CPC quality assurance program, inspecting the device, identifying and documenting the insects, if captured. Additionally, an inspection of the area will be conducted to investigate the possible location of the insect activity when noted on the devices. Additional pheromone traps/expense may be required to assist in this activity.

Pheromone attractants will be replaced according to manufacturer recommendations, and the traps will be replaced when they become dusty, are no longer tacky, or a high number of insects are present.

A map of the facility that identifies the placement location of all pheromone monitoring devices will be developed for the facility and maintained and reviewed and revised as needed. The accuracy of the device placement will be verified annually. All changes or temporary devices installed during the course of service to address a specific issue will be on the site map for those permanently installed, or on an addendum map for temporary devices installed. Maps will be maintained in the Pest Management Log Book.

TREND ANALYSIS AND REPORTING

Data obtained from the use of the rodent monitoring devices, insect light traps, pheromone traps, or other monitoring device data will be utilized to generate factual trend reporting of pest activity within the facility. Along with device information, Pest Sighting Log information will be utilized along with trend reports to assist with the identification of areas of the facility where pest activity has been identified, so that focused corrective action(s) can be initiated by Clark Pest management and The Bonami Baking Co. The results of the trending analysis will be discussed with the IPM coordinator or designated person, and retained on file in the pest management log book.

Successful Integrated Pest Management programs in each facility rely heavily on communication and cooperation, and the application of science-based strategies. To assist in this endeavor, a meeting between Clark Pest Control and The Bonami Baking Co. will be conducted to review the trend reports, conditions, observations, and activities to advance the IPM program. The focus of the meetings will be to accomplish a clear understanding of the activities and joint responsibility for the IPM program. Clark Pest Control will work diligently to meet our obligations to provide a successful IPM program. As a customer, we will work with you and your personnel to accomplish the following:

- **IDENTIFY:** Pest issues – how they gained access and the intensity of the activity.
- **CONTROL:** Implement reasonable and effective control measures to minimize the impact on your ability to produce safe products.
- **ELIMINATE:** Identify the root cause issues surrounding the pest activity so permanent changes can be made to help eliminate future issues.

Clark Pest Control will provide emergency services as needed to address an unforeseen pest management issue. Notification of the need for such service should be directed to the supervisory personnel listed in the Clark Pest Control Pest Management Log Book or Contact List. This document covers basic pest management practices. Not all situations may be included. For site-specific procedures, please refer to Pest Management Agreement and site-specific Scope of Service.

03-5110003

YEAR-ROUND COMMERCIAL PEST-AWAY® SERVICE AGREEMENT



800-936-3339 • clarkpest.com

CUSTOMER DETAILS

Name: The Bonami Baking Company Phone: 925-473-9736 Date: 4/13/2021
 Email: Bonami.bakery@hotmail.com Alternate phone: 925-664-9480
 Billing address: 380 E 10th St City: Pittsburg ZIP: 94565
 Facility name: The Bonami Baking Company Contact person: Tania
 Title: Owner Phone: 925-664-9480
 Service address: 380 E 10th St City: Pittsburg ZIP: 94565
 Target pests: German Cockroaches Additional pests covered: Ants, rodents, spiders

Our professionally trained and licensed technicians begin each service with an inspection to locate target pests and identify the best control methods. We focus on outside areas that may contribute to insect activity, and we work continually with our clients to eliminate potential harborage that attract pests. Sometimes sanitation issues, improper storage and housekeeping practices and/or structural deficiencies require additional rodent control services. When this occurs, Clark Pest Control will contact you immediately for written authorization for any additional charge(s) and will respond immediately to correct the rodent problem.

We guarantee your satisfaction when you maintain our exclusive Year-Round Pest-Away® service. If target pests ever sneak past our barriers, all you need to do is call us at 800-WE-NEED-YOU (800-936-3339) and we gladly will return by appointment, at no additional charge.

SPECIAL INSTRUCTIONS

On initial service treat the back dishwashing area for German Cockroaches. On initial service place 4 exterior rodent monitoring devices. On the initial service place 8 interior non toxic monitoring devices. On the regular service maintain the devices and treat the exterior of the property for general pests. Treat interior when needed. Monthly service account. Clark food safety binder will be provided. Non audited account.

SERVICE SCHEDULE & FEE

Year-Round Pest-Away® services will be performed: J F M A M J J A S O N D

Initial service fee: \$ _____ Regular service fee: \$ _____

TERMS OF AGREEMENT

This agreement is effective for an original period of one year. After one full year, your Year-Round Pest-Away® service will be renewed automatically, until it is cancelled in writing. This agreement is for target pests only and does not include control for bed bugs, termites, flying insects, or other wood-destroying organisms. We reserve the right to adjust our service fees upon your request for additional pest control services, or after one year. It is understood that while the purpose of our Year-Round Pest-Away® service is to prevent damage or injury by pests, Clark Pest Control owners and employees shall not be held responsible, should damage or injury occur. Customer agrees to pay Clark Pest Control the amount shown upon completion of services. All invoices over 60 days old will bear a finance charge at the greater amount of either \$5.00 or the rate of 1.5 percent per month from the date of service. In the event of non-payment or default by customer, Clark Pest Control may suspend or terminate the services as described in this agreement. If additional costs are accrued due to collection efforts, Clark Pest Control shall be entitled to recover from customer all reasonable costs for collection.

EQUIPMENT

Equipment installed and maintained by Clark Pest Control, including rodent traps and/or bait stations, fly control systems, etc. will remain the property of Clark Pest Control unless otherwise agreed to in writing. Equipment damaged or lost by others, due to negligence, fire or theft, etc. will be replaced by Clark Pest Control for an additional fee.

I/We hereby authorize Clark Pest Control to provide pest control service:

X [Signature]
CUSTOMER SIGNATURE

Tania Cuellar
PRINT NAME

4/15/21
DATE

X _____
SIGNATURE OF CLARK REPRESENTATIVE

Robert Walian
PRINT NAME

4/13/2021
DATE



FOR EXTRA SERVICE CALL (800) 936-3339



(See back for pesticide notification)

AGT 1200 1/21

California law requires that all employers implement a Written Injury and Illness Prevention Program. (Senate Bill 250 in 1990 created section 3203 of the State worker Health and Safety Codes requiring an ongoing written safety program.) This pesticide notice should be given to your employees as part of your Injury and Illness Prevention Program.

California law requires that we provide you a copy of this pesticide disclosure notice. You have the option to post this notice in a conspicuous place. We strongly advise you to keep this pesticide disclosure notice posted.

Pesticides are the products Clark Pest Control uses to control the target pests listed in your agreement. Pesticides make a better life for all by helping control disease carriers and wood destroying insects, thus protecting our health and property. When properly used, pesticides pose no problems to humans or the environment. Your Clark Technician is a State certified applicator whose knowledge is constantly being upgraded through regularly scheduled training sessions. If you have any questions, please call us at our toll free number: 800-936-3339 or write to: Clark Pest Control, P.O. Box 1480, Lodi, CA. 95241-1480.

**STATE LAW REQUIRES THAT YOU BE GIVEN THE FOLLOWING INFORMATION:
PESTICIDE NOTICE (SECTION 8538)**

CAUTION: PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Operators are licensed and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the State finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

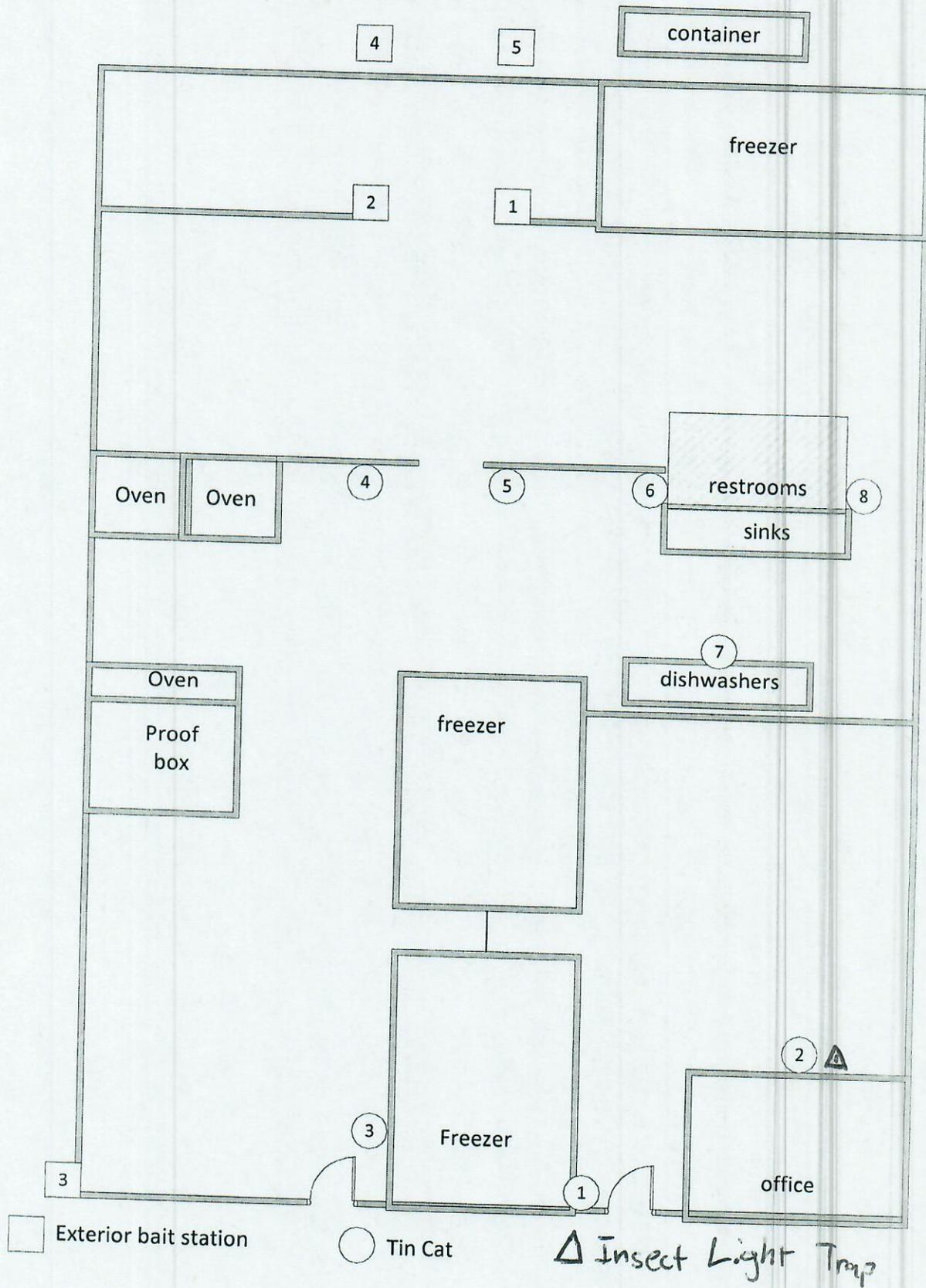
PESTICIDES: 24-3-8 w/Dimension(Dithiopyr), ACE-Jet(Acephate), Advance 375A Select(Abamectin B1), Advance Granular Carpenter Ant Bait(Abamectin B1), Advion Ant Bait Arena(Indoxacarb), Advion Ant Gel(Indoxacarb), Advion Cockroach Bait Arena(Indoxacarb), Advion Cockroach Gel Bait(Indoxacarb), Advion Insect Granular Bait(Indoxacarb), Advion WDG(Indoxacarb), AGRI-FOS(Mono-and di-potassium salts of Phosphorous Acid), Allure MD(Z-9,E-12-Tetradecadien-1-yl acetate), Alpine Dust(Dinotefuran & Diatomaceous Earth), Alpine Flea with IGR(Dinotefuran, Pyriproxyfen, Prallethrin), Alpine PI(Dinotefuran), Alpine Pressurized Fly Bait(Dinotefuran), Alpine WSG(Dinotefuran), Altosis Briquets(S-Methoprene), Altriset(Chlorantraniliprole), altus(Flupyradifurone), Aprehend(Beauveria bassiana), Arbor-OTC(Oxytetracycline Hydrochloride), Archer(Pyriproxyfen), Arena 0.25G(Clothianidin), Arilon(Indoxacarb), Avenger(d-limonene), Avert DF(Abamectin), Avian Control Repellent(Methyl Anthranilate), Avitrol Whole Corn(4-Aminopyridine), AzaSol(Azadirachtin), Bactimos PT(Bacillus thuringiensis), Bandit(Imidacloprid), Banner Maxx II(Propiconazole), Barricor SP(Deltamethrin), Bioesque(Thymol), Bora-Care(Disodium Octaborate Tetrahydrate), Borid(Orthoboric Acid(boric acid)), Capstone(Aminopyralid, Triclopyr), Card-O-Vap 8(Dichlorvos, DDVP), CB-80(Pyrethrins, Piperonyl Butoxide), Chase Granular Mole Gopher Repellent(Castor Oil USP,Sodium Lauryl Sulfate), Chloropricrin(Chloropricrin), Cidetrak IMM(9Z,12E)-9,12-tetradecadien-1-yl acetate), Cidetrak IMM MEC(9Z,12E)-9,12-tetradecadien-1-yl acetate), CimeXa(Amorphous Silica Gel), Conserve SC(spinosad), Contra All Weather Blox(Bromadiolone), ContraPest(4-Vinylcyclohexene diepoxide, Triptolide), Crossfire(Clothianidin, Metofluthrin, PBO), Cy-Kick C & C Pressurized Residual(Cyfluthrin), CyKick CS(Cyfluthrin), DeltaGard(Deltamethrin), Deltaguard G(Deltamethrin), Demand CS(Lambda-Cyhalothrin), Diacon IGR(Methoprene), Dimension Ultra 40 WP(Dithiopyr), Dismiss CA(Sulfentazone), Ditrac All Weather Blox (Diphacinone), Ditrac Ground Squirrel Bait(Diphacinone), Dominion 2L(Imidacloprid), Doxem Precise(Indoxacarb), Dragnet SFR(Permethrin), Drione(Pyrethrins, Piperonyl Butoxide Technical, Amorphous Silica Gel), Drive XLR8(dimethylamine salt of quinclorac), Empero(Halosulfuron-methyl), Esplanade 200 SC(Indaziflam), Esplanade EZ(Indaziflam, Diquatf Dibromide, Glyphosate, Isopropylamine Salt), Essentria G(Eugenol, Thyme Oil), Essentria IC3(Rosemary Oil, Geraniol, Peppermint Oil), Essentria Wasp & Hornet(Peppermint oil, Sodium lauryl sulfate), Evergreen(Pyrethrins), Exciter(Pyrethrins, Piperonyl Butoxide), Fastrac(Bromethalin), Fastrac All Weather Blox(Bromethalin), Fendona(alpha-Cypermethrin), FirstStrike(difethialone), Floramite SC(Bifenazate), Foam Fighter(Dimethyl silicone fluid emulsion), Fumitoxin(ALUMINUM PHOSPHIDE), Fuse(Fipronil, Imidacloprid), Fusilade II(Fluazifop-P butyl), Gallery 75 DF(Isoxaben), Garlon 4 Ultra(Triclopyr), Gentrol IGR Concentrate(Hydroprene), Gentrol Point Source(Hydroprene), Gopher Scram(Clove Oil, Garlic Oil, Linseed Oil, Rosemary Oil, Cinnamon Oil, Dried Blood, Castor Oil), Headway G(Azoxystrobin), Heritage(Azoxystrobin), IGI Carbon Dioxide(Carbon Dioxide), IMA-Jet(Imidacloprid), IMA-Jet 10(Imidacloprid), Impel Rods (Anhydrous Disodium Octaborate), In2Care(Pyriproxyfen, Beauveria bassiana strain GHA), InTice 10(Orthoboric Acid), Kaput Bait (NV ONLY)(Warfarin), Kaput Ground Squirrel(Diphacinone, Imidacloprid), Kaput-D(Diphacinone), Kaput-D Ground Squirrel(Diphacinone, Imidacloprid), Landmark XP(Sulfometuron methyl + Chlorsulfuron), Lescro Hort Oil(Mineral Oil), Lescro Spreader Sticker(Alkylaryl polyethylene Glycol, Isopropanol), Lescro Three-Way(MCPA, Triclopyr, Dicamba), Lifeline(Glufosinate-ammonium), Liqua-Tox II(Sodium Salt of Diphacinone), Maintain CF 125(Methyl Ester Chloreflurenol, Flurecol-Methyl, Methyl-2,7-dichloro-9-hydroxyfluorene-9-carboxylate), Maxforce FC Roach Bait Stations(Fipronil), Maxforce FC Ant Stations(Fipronil), Maxforce FC Select(Fipronil), Maxforce Fleet Ant Gel(Fipronil), Maxforce Fly Spot Bait(Imidacloprid), Maxforce Granular Fly Bait (Imidacloprid), Maxforce Impact(Clothianidin), MaxForce Quantum(Imidacloprid), Merit 75 WSP(Imidacloprid), Microcare 3% CS(Pyrethrins,Piperonyl Butoxide, Technical), Milestone Speciality(aminopyralid), Mole Scram(Castor Oil, Citronella Oil, Garlic Oil), Mother Earth Scatter Bait(Boric Acid), Natular DT(Spinosad), Neporex(Cyromazine), Niban Granular Bait (Orthoboric Acid), No Foam A(Nonylphenoxy polyethoxy ethanol, Isopropanol and Fatty acids), No Foam B(Octyl phenoxy polyethoxy ethanolsopropanol, Linear alkyl sulfonate, IBuffering acids, Coconut amine, condensate, Silicon defoamer), Nuvan ProStrips-(DDVP), NyGuard(Pyriproxyfen), Odoban RTU(Alkyl (C12-16) dimethyl benzyl ammonium chloride), OneGuard(Lambda-cyhalothrin, Prallethrin, Pyriproxyfen, Piperonyl butoxide), Onslaught(Esfenvalerate), Onslaught FastCap(Esfenvalerate, Prallethrin, PBO), Optigard Roach Bait(Emamectin benzoate), Optimate(Gamma Cyhalothrin), OUST XP(Sulfometuron methyl), OvoControl P(Nicarbazin), P.C.Q. Pro(Diphacinone), Patrol(Lambda-Cyhalothrin), PBO-8(Technical Piperonyl Butoxide), PENTRA-BARK(Polyalkylene Modified Heptamethyltrisiloxane and nonionic surfactants), Permethrin SFR(Permethrin), Perm-X UL 30/30(Permethrin, Piperonyl Butoxide), Petcor 2(Etofenprox, (S)-Methoprene, Piperonyl Butoxide), Petcor Flea Spray(Methoprene + Pyrethrins), Phantom II PI(Chlorfenapyr), Phantom SC(Chlorfenapyr), PHOSPHO-Jet(Mono-and di-potassium salts of Phosphorous Acid), PiGNX(Capsaicin), Precor 2625(Etofenprox, Tetramethrin,Pyrethrins,PBO), S-Methoprene), Precor IGR Concentrate(Methoprene), Premise 75(Imidacloprid), Premise Foam(Imidacloprid), Premise Pro(Imidacloprid), Pro Foam Platinum(Sulfates Disodium Lauroampho Diacetate), Proflex(Lambda-cyhalothrin, Novaluron, Pyriproxyfen), Prograss(Ethofumesate), Propizol(Propiconazole), Purge III(Pyrethrins), Pyronyl UL 300(Pyrethrins, PBO, MGK-264), Quikstrike(Dinotefuran), QuikStrike Fly Bait Stray(Dinotefuran), Rat-Out Gel(Garlic Oil, White pepper), Rodent Bait Diphacinone .01%(Diphacinone), RoundUp Custom(GLYPHOSATE, ISOPROPYLAMINE SALT), Rozol Pocket Gopher Bait(Chlorophacinone-Liphadione), Rozol Vole Bait(Chlorophacinone), Safari 20 SG(Dinotefuran), Scion(Gamma-Cyhalothrin), Sedgehammer(Halosulfuron-methyl), Selontra(Cholecalciferol), SFM-75(Sulfometuron Methyl), Shatter(Hexaflumuron), Sluggo(Iron Phosphate), Sluggo Leaf Life(Iron Phosphate), Snapshot(Trifluraline, isoxaben & isomers), SpeedZone Southern Southern(Carfentrazone-ethyl), 2,4-D, 2-ethylhexyl ester, MCPP, Dicamba), SpeedZone SC(Flumioxazin), Suspend PolyZone(Deltamethrin), Suspend SC(Deltamethrin), Takedown(Bromethalin), Talpirid(Bromethalin), Tap Insulation(Boric Acid), Taurus SC(Fipronil), Tekko Pro(Novaluron, Pyriproxyfen), Tempo SC Ultra(Beta-Cyfluthrin), Terad3 Ag Blox(Cholecalciferol), Terad3 Blox(Cholecalciferol), Termidor Foam(Fipronil), Octaborate Tetrahydrate), TREE-age G4(Emamectin Benzoate), Treedge R-10(Emamectin Benzoate), Thermolock InCide(Orthoboric Acid), Timbor(Disodium Butoxide Technical), Vedira Cockroach Gel Bait(Broflanilide), Vikane(Sulfuryl Fluoride), Vista XRT(Fluroxypyr), Vital Oxide(Chlorine Dioxide, Alkyl dimethyl benzyl ammonium chloride), Alkyl dimethyl ethylbenzyl ammonium chloride), Vole Scram(Dried Blood, Castor Oil, Thyme Oil, CLove Oil, Oil of Rosemary, Peppermint Oil, Garlic Oil), Wasp Freeze II(Prallethrin), WHY Trap(Heptyl Butyrate, 2-Methyl-1-butanol, Acetic Acid), Wilco Ground Squirrel Ag(Diphacinone), Wilco Ground Squirrel Bait(Diphacinone), Zenprox EC(Etofenprox).Clark Pest Control will not apply any compound not authorized for use in California.

If within 24 hours following an application you experience symptoms similar to common seasonal illness, comparable to the flu, eye, skin, or lung irritation, or difficulty with blood clotting, contact Clark Pest Control (1-800-936-3339), your physician, and/or your Poison Control Center. For the Poison Control Center, contact the following: (1-800-876-4766).

FURTHER INFORMATION: Contact any of the following: Your pest control operator is Clark Pest Control, (800-936-3339); for Regulatory Information call the Structural Pest Control Board (916-561-8700), or write 2005 Evergreen Street, Suite 1500, Sacramento, CA, 95815-3831. For answers to your health questions, call the County Health Department (see list below) and for application information, contact the County Agriculture Commissioner (see list on back):

SEE BACK OF THIS NOTICE FOR COUNTY HEALTH DEPARTMENT AND COUNTY AGRICULTURE COMMISSIONER PHONE NUMBERS

The Bonami Baking Company 380 East 10th Street



E 10th Street



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|-------------------------------|
| PRODUCER Willis Towers Watson Southeast, Inc. Five Concourse Corporate Center, 18th Floor Atlanta, GA 30328 | CONTACT NAME: Willis Towers Watson Certificate Center | |
| | PHONE (A/C, No, Ext): 1-877-945-7378 | FAX (A/C, No): 1-888-467-2378 |
| | E-MAIL ADDRESS: certificates@willis.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC# |
| | INSURER A: Zurich American Insurance Company | 16535 |
| | INSURER B: ACE Property & Casualty Insurance Company | 20699 |
| | INSURER C: Allied World National Assurance Company | 10690 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

INSURED
Clark Pest Control of Stockton, Inc. dba Clark Pest Control
555 N. Guild Avenue
Lodi, CA 95240

COVERAGES CERTIFICATE NUMBER: W27157305 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|---|-------------------|-------------------------|-------------------------|---|
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> Contractual Liability GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | GLO 0380911 07 | 07/01/2022 | 07/01/2023 | |
| | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | BAP 0380912 07 | 07/01/2022 | 07/01/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 50,000 | | XEU G27927683 008 | 01/01/2023 | 01/01/2024 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> No N/A | WC 0380910 07 | 07/01/2022 | 07/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE POLICY LIMIT \$ 1,000,000 |
| C | Pollution/Professional | | 0310-2097 | 07/01/2022 | 07/01/2023 | Per Claim/Agg \$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See attached Coverage Schedule for complete limits structure.

| | |
|-----------------------|--|
| EVIDENCE OF INSURANCE | CANCELLATION |
| | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jessica Graham</i> |



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2023
EXPIRES: December 31, 2024

Pest Control Business - Main
LICENSE
LICENSE NO. 31206

Invalid if insurance and/or qualified person(s) lapse before expiration date

Mailing Address

CLARK PEST CONTROL OF STOCKTON, INC
555 N GUILD AVE
LODI, CA 95240

Business Location

CLARK PEST CONTROL OF STOCKTON, INC
555 N GUILD AVE
LODI, CA 95240

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

1. Please make sure the information on your license is correct.
2. Notify us immediately of any changes to your business (e.g., name, address, insurance carrier or qualified person).
3. If you lose your license, then you may request a new one for a \$20 fee.
4. Please refer to the license number located in the middle of the page when contacting us.
5. For more information, please contact us at (916) 445-4038 or at <license@mail.cdpr.ca.gov>. Or you may write to

Department of Pesticide Regulation



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2021

EXPIRES: December 31, 2022

Pest Control Business - Main

LICENSE

LICENSE NO. 31206

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address

CLARK PEST CONTROL OF STOCKTON, INC
555 N GUILD AVE
LODI, CA 95240

Business Location

CLARK PEST CONTROL OF STOCKTON, INC
555 N GUILD AVE
LODI, CA 95240

THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE
POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW

1. Please make sure the information on your license is correct.
2. Notify us immediately of any changes to your business (e.g., name, address, insurance carrier or qualified person).
3. If you lose your license, then you may request a new one for a \$20 fee.
4. Please refer to the license number located in the middle of the page when contacting us.
5. For more information, please contact us at (916) 445-4038 or at <license@mail@cdpr.ca.gov> Or you may write to

Department of Pesticide Regulation



STRUCTURAL PEST CONTROL BOARD

LICENSING DETAILS FOR: 56868

NAME: SOLIMAN, STEVEN C
LICENSE TYPE: FIELD REPRESENTATIVE
LICENSE STATUS: CLEAR
LICENSE OR REGISTRATION CLASS: BRANCH 2

ADDRESS
2513 TAYLOR WAY
ANTIOCH CA 94531
CONTRA COSTA COUNTY
MAP

ISSUANCE DATE
APRIL 24, 2019
EXPIRATION DATE
JUNE 30, 2024
CURRENT DATE / TIME
JULY 5, 2021
3:51:49 PM

LICENSE RELATIONSHIPS

NAME: CLARK PEST CONTROL OF STOCKTON INC DBA CLARK PEST CONTROL
LICENSE/REGISTRATION TYPE: COMPANY REGISTRATION
LICENSE NUMBER: 226 PRIMARY STATUS: CLEAR
ADDRESS :
555 N GUILD AVENUE
LINDI CA 95240



STRUCTURAL PEST CONTROL BOARD

LICENSING DETAILS FOR: 45178

NAME: GLEASON, DAVID A

LICENSE TYPE: FIELD REPRESENTATIVE

LICENSE STATUS: CLEAR 

LICENSE OR REGISTRATION CLASS: BRANCH 2

ADDRESS

555 NORTH GUILD AVENUE
LODI CA 95420
SAN JOAQUIN COUNTY

[MAP](#)

ISSUANCE DATE

FEBRUARY 4, 2010

EXPIRATION DATE

JUNE 30, 2024

CURRENT DATE / TIME

JANUARY 22, 2022
9:40:41 AM

LICENSE RELATIONSHIPS

NAME: CLARK PEST CONTROL OF STOCKTON INC DBA CLARK PEST CONTROL 

LICENSE/REGISTRATION TYPE: COMPANY REGISTRATION

LICENSE NUMBER: 226 PRIMARY STATUS: CLEAR

ADDRESS :

555 N GUILD AVENUE
LODI CA 95240

The Bonami Baking Co.

List of Materials

All materials listed are approved for use by both the United States Environmental Protection Agency and the California Department of Pesticide Regulations can be used on the site in accordance with the Label and SDS Sheet located in the Clark Pest Control Binder.

No pesticide will be stored on site. All surplus pesticide are removed and disposed off site in accordance with Clark Pest Control. The above list will be updated as new materials are approved for use on the site.

Any Changes to the List of Materials must have prior facility management approval.

When the EPA# listed has two alpha characters behind it please note that is used by the State of California for Pesticide reporting and tracking.

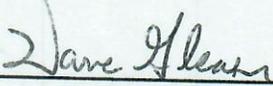
Additionally documents may be found at the following site.

Attention: Electronic forms of labels/SDS listed may also be found at:

**www.clarkpest.com
- Commercial Pest Control
- Approved Materials**

Facility Rep

Date



4-5-2022

Clark Pest Control

Date

1 Material: Advion Cockroach Gel Bait

EPA#: 100-1484-AA

Act.Ingr. : Indoxacarb

2 Material: Advion WDG

EPA#: 100-1501-ZA

Act.Ingr. : Indoxacarb

3 Material: Alpine WSG

EPA#: 499-561-ZA

Act.Ingr. : Dinotefuran

4 Material: Detex Blox

EPA#: Exempt

Act.Ingr. : N/A

5 Material: Fendona CS

EPA#: 499-570-AA

Act.Ingr. : alpha-Cypermethrin

6 Material: Gentrol IGR Concentrate

EPA#: 2724-351-ZA

Act.Ingr. : Hydroprene

7 Material: Gentrol Point Source

EPA#: 2724-469-ZA

Act.Ingr. : Hydroprene

8 Material: Maxforce FC Select

EPA#: 432-1259-ZA

Act.Ingr. : Fipronil

9 Material: Maxforce Impact

EPA#: 432-1531-AA

Act.Ingr. : Clothianidin

10 Material: Phantom SC

EPA#: 241-392-AA

Act.Ingr. : Chlorfenapyr

The Bonami Baking Co.

List of Materials

11 Material: Premise Pro
EPA#: 432-1449-ZA
Act.Ingr. : Imidacloprid

12 Material: Suspend PolyZone
EPA#: 432-1514-AA
Act.Ingr. : Deltamethrin

13 Material: Suspend SC
EPA#: 432-763-ZB
Act.Ingr. : Deltamethrin

14 Material: Terad3 Blox
EPA#: 12455-106-AA
Act.Ingr. : Cholecalciferol

15 Material: Termidor SC
EPA#: 7969-210-AA
Act.Ingr. : Fipronil



Service Report

ORDER #: 32697024

WORK DATE: 02/20/2023

BILL-TO 3116003

The Bonami Baking Co.
Tania Cuellar
380 E 10th St
Pittsburg, CA 94565-2509

Phone: 424-653-8704
Alt. Phone: 925-473-9736
Mobile: 925-664-9480

LOCATION 3116003

The Bonami Baking Co.
Tania Cuellar
380 E 10th St
Pittsburg, CA 94565-2509

Phone: 424-653-8704
Alt. Phone: 925-473-9736
Mobile: 925-664-9480

Time In: 2/20/2023 1:24:26 PM
Time Printed: 2/20/2023 2:12:30 PM

Customer Signature

Tania

Technician Signature

Steven Sollman
License #:

| Purchase Order | Terms | Service Description | Quantity |
|----------------|------------------|---------------------|----------|
| None | DUE UPON RECEIPT | Pest-Away Service | 1.00 |

GENERAL COMMENTS / INSTRUCTIONS

Completed regular service. Treated exterior perimeter of suite for ants, roaches and other pests. Inspected interior monitoring devices and replaced glue boards as needed. Inspected, cleaned, serviced exterior rodent bait stations. Thank you for allowing me to serve you today

CONDITIONS / OBSERVATIONS

| Open | Reported | Severity | Responsibility | Reviewed |
|---|-----------|----------|----------------|-----------|
| Interior Condition: Door needs rodentproofing - Gap found along bottom of pg&e door Action: Install new threshold or adjust door height or install weather proofing material to help prevent rodent and other pest entry Comment: | 9/21/2022 | High | Client | 2/20/2023 |
| Interior Condition: gap between baseboards and wall - Gap between baseboards and wall may provide pest harborage and may also accumulate debris Action: Seal gaps between baseboards and wall Comment: | 9/21/2022 | High | Client | 2/20/2023 |
| Interior Condition: Control devices being moved away from position - Device are being moved away from places of origin and some times go missing Action: Do not move devices from places of origin to help ensure proper pest management Comment: | 9/21/2022 | High | Client | 2/20/2023 |

PRODUCTS APPLICATION SUMMARY

| Material | Lot # | EPA # | A.I. % | A.I. Conc. | Active Ingredient | Finished Qty | Undiluted Qty |
|--|-------|-------------|----------|------------|----------------------------------|---------------|--------------------|
| Advion Cockroach Gel Bait Areas Applied: Interior Target Pests: Cockroaches | | 100-1484-AA | 0.6000% | n/a | Indoxacarb | 1.2500 Gram | 1.2000 Gram |
| Fendona-LV Areas Applied: Exterior Target Pests: Ants, Black Widows, Carpenter Ants, Cockroaches, Crickets - Field, Crickets - House, Earwigs, Fleas, Millipede, Mosquito, Pillbugs/Sowbugs, Scorpions, Silverfish, Spiders, Springtails, Ticks, Yellowjackets | | 499-570-AA | 3.0000% | 0.0234 | alpha-Cypermethrin | 0.2500 Gallon | 0.2500 Fluid Ounce |
| Gentrol Point Source Roach Control Device Areas Applied: Interior Target Pests: Cockroaches | | 2724-469-ZA | 90.6000% | n/a | (S)-Hydroprene (CAS #65733-18-8) | 3.0000 Each | |
| | | | | | | | |



Service Report

ORDER #: 32697024

WORK DATE: 02/20/2023

PRODUCTS APPLICATION SUMMARY

| Material | Lot # | EPA # | A.I. % | A.I. Conc. | Active Ingredient | Finished Qty | Undiluted Qty |
|---|-------|-------|---------|------------|-------------------|--------------|---------------|
| Glueboard Insect Light Trap | | n/a | 1.0000% | n/a | n/a | 1.0000 Each | |
| Areas Applied: Interior-> Device ILT 1 | | | | | | | |
| Target Pests: (None) | | | | | | | |

| Material | Lot # | EPA # | A.I. % | A.I. Conc. | Active Ingredient | Finished Qty | Undiluted Qty |
|---|-------|-------|---------|------------|-------------------|--------------|---------------|
| Glueboard Multi-Catch | | n/a | 1.0000% | n/a | n/a | 3.0000 Each | |
| Areas Applied: Interior-> Device 4, Interior-> Device 7, Interior-> Device 8 | | | | | | | |
| Target Pests: (None) | | | | | | | |

| PEST ACTIVITY | # Areas | # Devices | Pest Totals |
|------------------|---------|-----------|-------------|
| Oriental Roaches | 0 | 1 | 6 |

DEVICE INSPECTION SUMMARY

| Device Type | # Inspected | Inspected w/Activity | # Skipped | # Replaced |
|-----------------------|-------------------|----------------------|-----------|------------|
| Documentation Binder | 1 of 1 (100.00%) | 0 of 1 (0.00%) | 0 | 0 |
| Exterior Bait Station | 3 of 5 (60.00%) | 0 of 3 (0.00%) | 2 | 0 |
| Insect Light Trap | 1 of 1 (100.00%) | 0 of 1 (0.00%) | 0 | 0 |
| Inspection Zone | 1 of 1 (100.00%) | 0 of 1 (0.00%) | 0 | 0 |
| Interior | 8 of 8 (100.00%) | 1 of 8 (12.50%) | 0 | 0 |
| Pest Sighting Log | 1 of 1 (100.00%) | 0 of 1 (0.00%) | 0 | 0 |
| -Totals: | 15 of 17 (88.24%) | 1 of 15 (6.67%) | 2 | 0 |

AREA COMMENTS

None Noted.

DEVICE INSPECTION EXCEPTIONS

| Device Type | Device Name | Exceptions | Reason | Area |
|-----------------------|-------------|------------|---------|----------|
| Exterior Bait Station | X3 | Skipped | Missing | Exterior |
| Exterior Bait Station | X5 | Skipped | Missing | Exterior |

INSPECTION DETAIL

| Area | Time | Device | Type | Status | Pest Findings |
|------------|------------|------------|-----------------------|-------------------|-------------------------|
| Exterior | 1:56:08 PM | X1 | Exterior Bait Station | No Activity | |
| | 1:57:24 PM | X2 | Exterior Bait Station | No Activity | |
| | 1:57:48 PM | X3 | Exterior Bait Station | Skipped - Missing | |
| | 1:57:43 PM | X4 | Exterior Bait Station | No Activity | |
| | 1:57:53 PM | X5 | Exterior Bait Station | Skipped - Missing | |
| | 1:34:07 PM | Z1 | Inspection Zone | No Activity | |
| | Interior | 1:36:38 PM | 1 | Interior | No Activity |
| 1:43:26 PM | | 2 | Interior | No Activity | |
| 1:45:18 PM | | 3 | Interior | No Activity | |
| 1:52:25 PM | | 4 | Interior | Activity | Oriental Roaches - 6 C; |



Service Report

ORDER #: 32697024

WORK DATE: 02/20/2023

INSPECTION DETAIL

| Area | Time | Device | Type | Status | Pest Findings |
|--------------------|------------|--|----------------------|-------------|---------------|
| | | Replace Glueboard, Insect Activity - Yes | | | |
| | 1:53:05 PM | 5 | Interior | No Activity | |
| | 1:53:01 PM | 6 | Interior | No Activity | |
| | 1:55:39 PM | 7 | Interior | No Activity | |
| | | Replace Glueboard, Dirty - Yes | | | |
| | | Replace Glueboard, Water Damaged - Yes | | | |
| | 1:54:08 PM | 8 | Interior | No Activity | |
| | 2:05:26 PM | ILT 1 | Insect Light Trap | No Activity | |
| Interior -> office | | | | | |
| | 2:06:53 PM | DB1 | Documentation Binder | No Activity | |
| | | Approved Material List Current (Labels/SDS documents) - Yes | | | |
| | | Business License Current - Yes | | | |
| | | Clark Agreement - Yes | | | |
| | | Clark Pest Control ID Badges Current - Yes | | | |
| | | Document Revision Dates Current - Yes | | | |
| | | Insurance Certificate Current - Yes | | | |
| | | Material Use Report - Yes | | | |
| | | NPMA Food Processing & Handling / NPMA Green Pro /cGMP Certified - Yes | | | |
| | | Pest Management Reports - Yes | | | |
| | | Pest Sighting Log(s) - Yes | | | |
| | | Remediation Guidelines - Yes | | | |
| | | Scope of Service Accurate and Current - Yes | | | |
| | | Site Map(s) - Yes | | | |
| | | Technician(s) License Current - Yes | | | |
| | 2:08:29 PM | PSL1 | Pest Sighting Log | No Activity | |
| | | Pest Sighting Log(s) - Yes | | | |
| | | Remediation Tab and Corrective Action Program Guidance Included - Yes | | | |

| Area | Time | Type | Status | Pest Findings |
|--------------------|------------|------|-------------|---------------|
| Exterior | 1:25:17 PM | Area | No Activity | |
| Interior | 1:27:03 PM | Area | No Activity | |
| Interior -> office | | | | |
| | 1:27:03 PM | Area | No Activity | |

PRODUCTS APPLIED

| Material | A.I. % | Finished Qty | Application Equipment | Application Rate | Time |
|--|--------------------|--------------------|---------------------------------------|------------------|------------|
| EPA # | A.I. Concentration | Undiluted Qty | Application Method | Sq/Cu/L Ft | Lot # |
| Fendona-LV | 3.0000% | 0.2500 Gallon | Compressed Air Sprayer | | 1:25:40 PM |
| 499-570-AA | 0.02340000 | 0.2500 Fluid Ounce | Application Via Hand Tank or Backpack | | |
| Target Pests: Ants, Black Widows, Carpenter Ants, Cockroaches, Crickets - Field, Crickets - House, Earwigs, Fleas, Millipede, Mosquito, Pillbugs/Sowbugs, Scorpions, Silverfish, Spiders, Springtails, Ticks, Yellowjackets | | | | | |
| Areas Applied: Exterior - Exterior service; | | | | | |
| Weather: 0°, 0 MPH | | | | | |
| Advion Cockroach Gel Bait | 0.6000% | 1.2500 Gram | Ready To Use Syringe | | 2:03:48 PM |
| 100-1484-AA | n/a | 1.2000 Gram | Crack and Crevice | | |
| Target Pests: Cockroaches | | | | | |
| Areas Applied: Interior - Interior Service; | | | | | |
| Weather: 0°, 0 MPH | | | | | |
| Genrol Point Source Roach Control Device | 90.6000% | 3.0000 Each | | | 2:04:26 PM |
| 2724-469-ZA | n/a | | Placed By Hand | | |



Service Report

ORDER #: 32697024

WORK DATE: 02/20/2023

PRODUCTS APPLIED

| Material EPA # | A.I. % A.I. Concentration | Finished Qty Undiluted Qty | Application Equipment Application Method | Application Rate Sq/Cu/L Ft | Time Lot # |
|--|------------------------------|-------------------------------|---|--------------------------------|---------------|
| Target Pests: Cockroaches Areas Applied: Interior - Interior Service; | | | | | |
| Weather: 0°, 0 MPH | | | | | |
| Glueboard Multi-Catch | 1.0000% n/a | 1.0000 Each | Placed By Hand | | 1:52:08 PM |
| Areas Applied: Interior -> 4 Weather: 0°, 0 MPH | | | | | |
| Glueboard Multi-Catch | 1.0000% n/a | 1.0000 Each | Placed By Hand | | 1:55:39 PM |
| Areas Applied: Interior -> 7 Weather: 0°, 0 MPH | | | | | |
| Glueboard Multi-Catch | 1.0000% n/a | 1.0000 Each | Placed By Hand | | 1:54:07 PM |
| Areas Applied: Interior -> 8 Weather: 0°, 0 MPH | | | | | |
| Glueboard Insect Light Trap | 1.0000% n/a | 1.0000 Each | | | 2:05:25 PM |
| Areas Applied: Interior -> ILT 1 Weather: 0°, 0 MPH | | | | | |

The Bonami Baking Company Recall Plan

Version Verification

The Bonami Baking Company Recall Plan shall be reviewed annually and revised as necessary when personnel, procedures, processes, suppliers, or as other factors change. The Plan will also be reviewed after any company recall.

Version May 05, 2022

Approved by: Tania Cuellar

Title: Secretary, C.F.O

Date Approved: May 05, 2022

Introduction

The primary goal of a food recall is to protect public health by removing products from commerce that have been determined to be unsafe. A recall plan can aid in the execution of a recall by apportioning duties, centralizing current contact information, and providing prewritten templates for communications. Key Individuals that will be participating in a company recall should review the recall plan and be familiar with the execution of the plan.

Definitions

- Class I Recall – A situation in which there is a reasonable probability that the use of, or exposure to, a violative product will cause serious adverse health consequences or death.
- Class II Recall - A situation in which use of, or exposure to, a violative product may cause temporary or medically reversible adverse health consequences or where the probability of serious adverse health consequences is remote.
- Class III Recall - A situation in which use of, or exposure to, a violative product is not likely to cause adverse health consequences.
- Depth of Recall: The level of product distribution for the recall (consumer, retail, institutional, wholesale).
- Distribution List - A product specific distribution list which identifies accounts that received the recalled product. Requested information includes type of business, account name, addresses, and contact information.
- FDB – California Department of Public Health, Food and Drug Branch · Market Withdrawal - A firm's removal or correction of a distributed product which involves a minor violation that would not be subject to legal action by the regulatory agency or which involves no violation, e.g., normal stock rotation practices, routine equipment adjustments and repairs, etc.
- Press Release - A notice that alerts the public (including regulators, retailers, consignees, other distributors, processors, and consumers) that a product presents a serious hazard to health. Not all recalls require a press release; the regulatory agency will advise the firm when a press release is necessary.
- Recall - A firm's removal or correction of a marketed product that the regulatory agency considers to be in violation of the laws it administers and against which the agency would initiate legal action, e.g., seizure. Recall does not include a market withdrawal or a stock recovery.
- Recall Committee – The group comprised of key staff with the expertise, authority, and responsibility to manage the recall.

- Recall Plan - A written contingency plan for use in initiating and implementing a recall in accordance with 21 CFR Sec. 7.40 through 7.49, 7.53, and 7.55. The Recall Plan should be reviewed annually and revised as necessary when personnel, procedures, processes, suppliers, or as other factors change.
- Recall Strategy - A planned specific course of action to be taken in conducting a specific recall, which addresses the depth and scope of recall, need for public warnings, and extent of effectiveness checks for the recall.
- Scope of Recall: Defines the amount and kind of product in question.
- Stock Recovery - A firm's removal or correction of a product that has not been marketed or that has not left the direct control of the firm, i.e., the product is located on premises owned by, or under the control of, the firm and no portion of the lot has been released for sale or use.

Statement of Recall Plan

The Bonami Baking Company maintains a recall plan which provides specific procedures, defines terms, and assigns roles and responsibilities when a food safety issue arises with any of our products.

The plan will be activated whenever a potential recall requirement arises and includes the following elements:

1. Recall committee member designations
2. Recall responsibility assignments
3. Key personnel and external contact information
4. Recall procedures
5. Communication templates Success of the plan relies on the proper execution of plan elements and up-to-date information.

Recall Plan Flow Charts

The following two diagrams are graphical representations of the various steps of a recall.

Figure 1, illustrates the typical evaluation of complaints or conditions which may lead to a recall.

Figure 2, outlines the various steps of a recall.

Figure 1: Complaint/ Condition Evaluation Flow

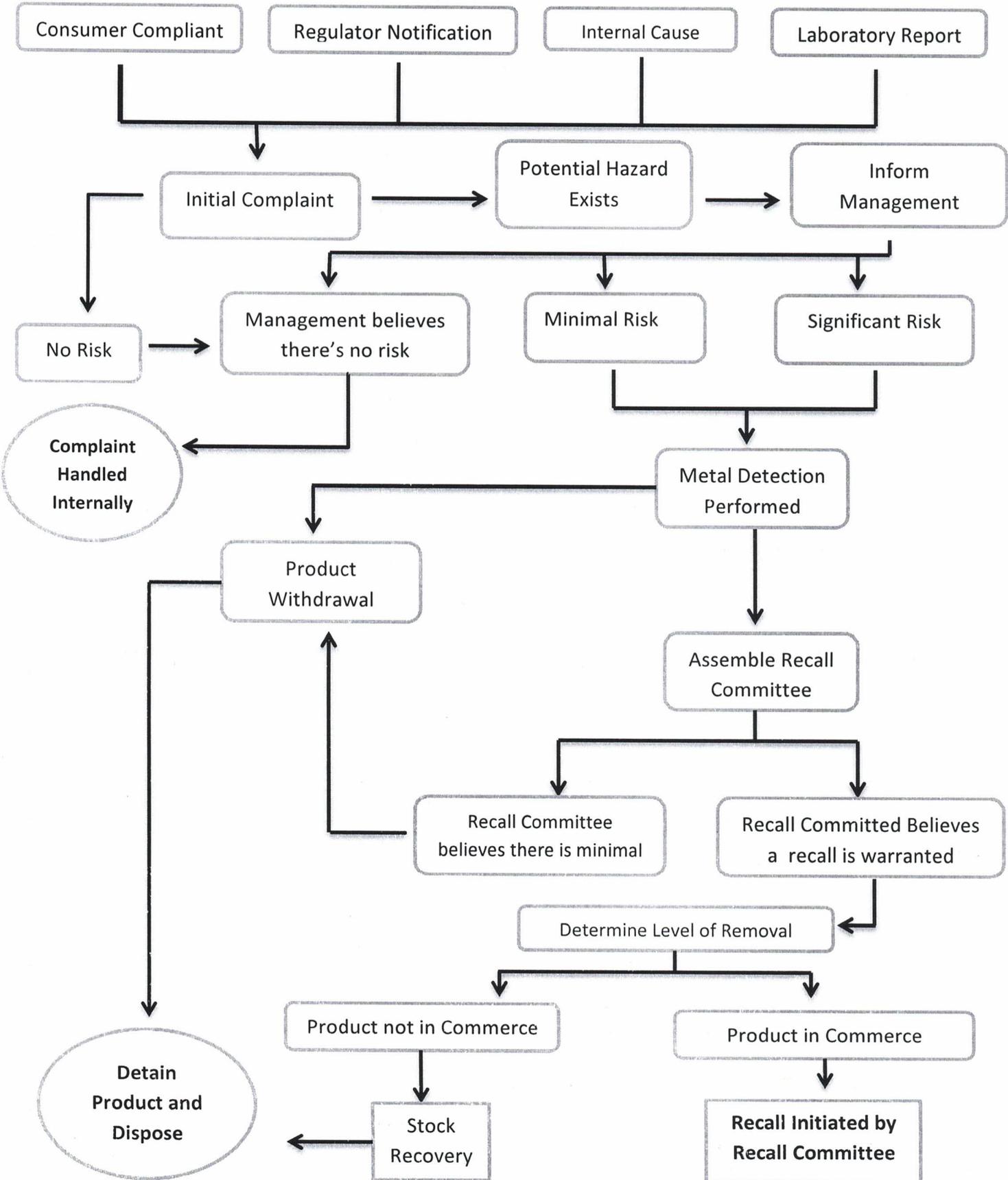
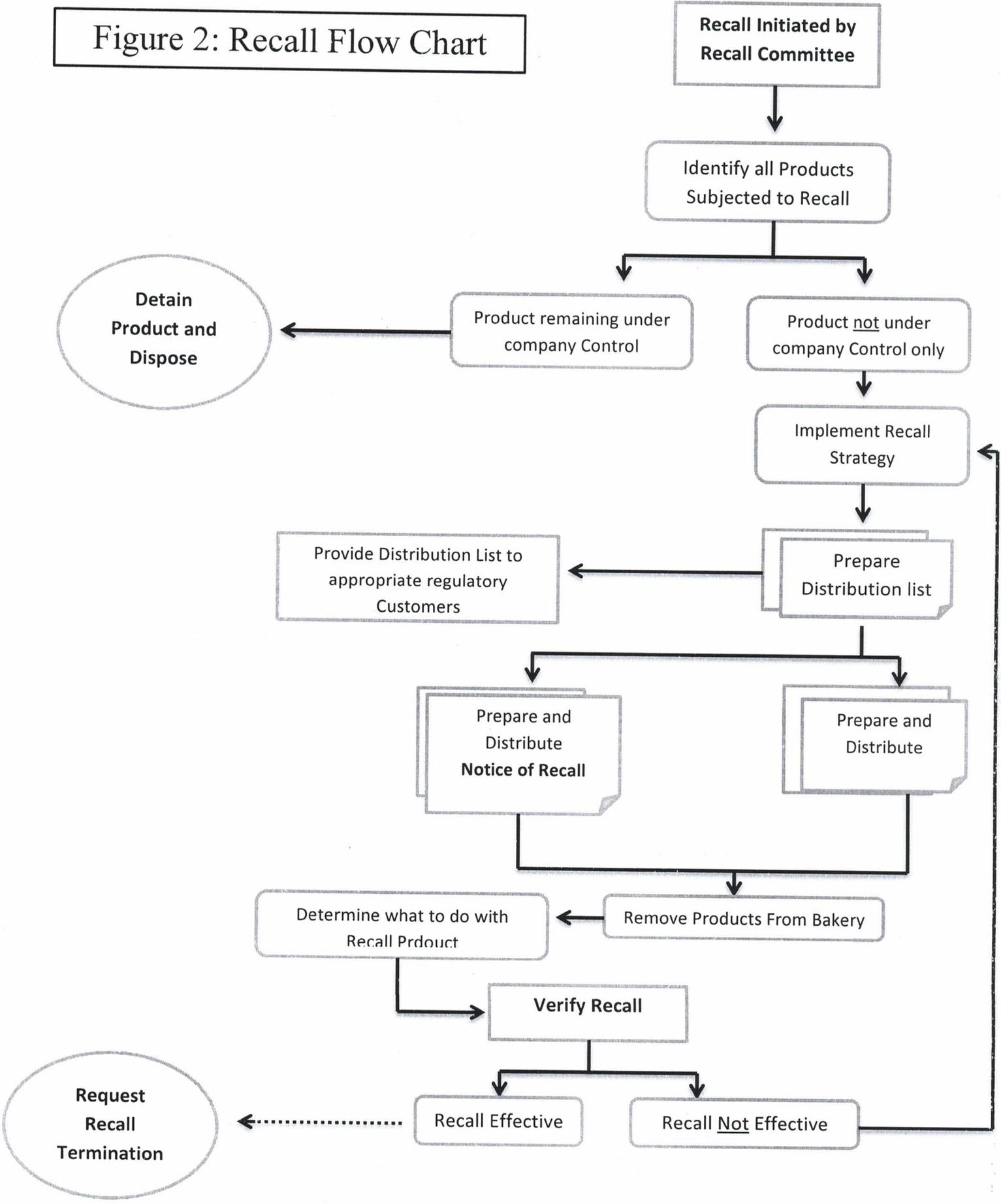


Figure 2: Recall Flow Chart



Recall Procedures

The recall procedure outlines the activities that The Bonami Baking Company will take to manage the recall of our product(s) which has/have been determined to be unsafe and/or subject to regulatory action. The procedure contains the major recall elements below:

- Assignment of Roles and Responsibilities
- Evaluation of the Complaint or Condition
- Identification of Implicated Products
- Notification of Affected Parties
- Removal of Affected Products

Assignment of Roles and Responsibilities

The roles and responsibilities of every individual on the Recall Committee should be clearly defined in the recall plan. Oversight of the following recall elements should be assigned to a member of the Recall team. Note that individuals may be responsible for more than one recall element.

Recall Coordinator The recall co-coordinator, has been given authority by the management of The Bonami Baking Company to execute the activities of the recall. Responsibilities of the Recall Coordinator include, but are not limited to:

- Assure the documentation of all recall decisions and actions in a master recall file.
- Initiate the formation of the recall committee.
- Activate various components within the company for priority assistance.
- Make recall decisions on behalf of OUR COMPANY.
- Manage and coordinate the implementation of the company's product recall.
- Keep management informed at all stages of the recall.

Recall Committee The Bonami Baking Product Recall Committee is composed of the various components of the company's organization. The following functions should be represented on the committee (an individual may be responsible for more than one function):

- Management (Administration)
- Recall Coordinator
- Accounting
- Consumer Affairs/Public Relations
- Customer Service
- Distribution and Supply
- Information Technology
- Legal Counsel
- Marketing
- Operations
- Production
- Purchasing
- Quality Assurance
- Sales
- Maintenance
- Records Management
- Regulatory Affairs
- Sanitation

Note: Outside resources may need to be obtained for some of the functions.

Responsibilities Individual recall activities should be assigned prior to a recall event to avoid confusion during a recall. Assignment of the recall responsibilities are found in **Appendix D** (assign an individual to each activity).

Evaluation of the Complaint or Condition Complaint receipt, processing, and evaluation are the first steps in the recall process. The steps involved in the evaluation process are:

· Receive the complaint – A file should be maintained containing any product complaints the company receives. Information that should be maintained in the product complaint file is:

- I. Complainant contact information
- II. Reported problem with the product
- III. Product Identification
- IV. Product Storage
- V. Product purchase date and location
- VI. Illness and Injury details

- Provide the complaint to knowledgeable staff for initial evaluation. If an initial assessment indicates a recall may be necessary, the Recall Coordinator assembles the Recall Committee for a full evaluation.
- Determine the hazard and evaluate the safety concerns with the product.
- Determine the product removal strategy appropriate to the threat and location in commerce. · Contact the appropriate regulatory authorities.
- Alert legal counsel, insurance, etc. as appropriate.
- Maintain a log of the events of the recall including information such as dates, actions, communications, and decisions.

Identification of Implicated Products It is OUR COMPANY'S responsibility to ensure the identification of all products and quantities of products implicated in the recall. In addition, determination should be made if any other codes, brands or sizes of product handled by the company are affected.

A distribution list should be prepared as part of the Identification process. The distribution list should at minimum identify:

- Account name (consignees) that received the recalled product(s)
- Account addresses
- Contact names
- Contact telephone numbers
- Type of account (e.g., manufacturer, distributor, retailer)

Additional information relating to product information may include:

- Amount of product received/shipped
- Product ship date(s)
- Amount of product returned
- Amount of product consumed A link to the FDB Distribution Template can be found in Appendix B.

Notification of Affected Parties Notifications during a recall must be done in a timely manner and should include the appropriate regulatory agencies, the product distribution chain, and consumers when necessary. Recall notices are typically used to notify regulatory agencies and those businesses in the distribution chain. Press releases are generally oriented to consumers, but may be used to notify any affected party.

- Regulatory Agencies should be notified at the earliest opportunity after the decision has been made to conduct a recall. Regulatory guidance may be found online.
- Subsequent to the initial notification, the regulatory authority should be updated throughout the recall process.
- Distribution Chain contacts will be notified by appropriate means (telephone, fax, email, letter, etc.). It is recommended that a written recall notice be provided to all consignees. The Recall Notice must include all relevant recall information (**see Appendix B, section (a)(II)**).
- Confirm receipt of the Notice of Recall with all accounts. A record of all account communications should be maintained.
- Consumers should be notified by the most effective method available. If appropriate, a press release can be used to notify consumers. Considerations for preparing a press release include:
 - Issuance of a press release should be the highest priority and should be issued promptly.
 - The local FDA District Recall Coordinator should be consulted before issuance of a press release whenever possible.
- All relevant information should be included in the press release (see sample templates in Appendix B).

Removal of Affected Product

The procedure for product removal can be divided into five components including: removal, control, and disposition of affected product, recall effectiveness, and recall termination.

Removal

All reasonable efforts must be made to remove affected products from commerce.

- Products in commerce should be detained, segregated, and handled in a manner determined by the recalling firm.
- Products that are still in the recalling firm's control (e.g. inventory located onsite, in transit, in off-site storage, and in offsite distribution) should be detained, and segregated.

- All quantities and identification codes shall be documented to assist in the reconciliation of product amounts.

Control of Recalled Product

When The Bonami Baking Company chooses to retain recalled product, control must be regained to prevent reentry of the product into commerce.

- All affected product returned will be clearly marked, not for sale or distribution, and stored in an area that is separated from any other food products.

All quantities and identification codes shall be documented to assist in the reconciliation of product amounts.

Product Disposition The final disposition of the recovered product must be determined. The final disposition must be reviewed and approved by the regulatory agency. Options include:

- Redirection – Products may be redirected for uses other than human consumption.
- Destruction - Products determined to be unsafe for human consumption may be destroyed or denatured, and disposed by appropriate means.
- Recondition – Products may be reworked to remove the safety risk. For example, would be relabeling a product to declare an allergen originally omitted from the label.

All quantities, identification codes, and disposition shall be documented

Recall Effectiveness

The Bonami Baking Company is responsible for determining whether the recall is effective. Recall Effectiveness Checks verify that all consignees have been notified and have taken the appropriate action. Steps include:

- Verifying that all consignees have received the notification.
- Verifying that consignees have taken appropriate action.
- If the response from our consignees is less than 100%, then the recall should be deemed ineffective and the recall strategy should be reassessed. Certain circumstances (e.g. amount of product actually returned vs. expected, potential for consumption, shelf-life, etc.) may also require a reassessment of the recall strategy.

All verifications shall be documented.

Termination of a recall Termination of the recall may be considered after all reasonable efforts have been made to remove the affected products from commerce, including reconciliation, recall effectiveness, and disposition.

A termination of the recall may be requested by submitting a written request to the regulatory authorities. Guidance for the termination of a recall is provided in **Appendix C**.

Mock Recall

In addition to an annual verification of the recall plan, OUR COMPANY will conduct a mock recall annually or whenever there are significant changes to the plan or personnel. The mock recall will include the following elements:

- Selecting a product which has reached the consumer market.
- Tracing the product from the raw ingredient (e.g. source) level to the finished product in the marketplace.
- Verifying communications systems (e.g. contact information, test emails and faxes, etc.) to outside contacts.
- Modifying the recall plan to correct any problems encountered during the test.

Records of these mock recalls will be documented and filed appropriately.

Appendix A – Contact Information

Recall Committee and Key Personnel Contact Information The contact information including phone number, fax number, email address, and alternate 24/7 information of all committee members, their alternates, and “outside” key personnel should be confirmed and updated as often as necessary to assure accuracy.

Contact Information· Recall Committee (24/7)

I. Recall Committee Members Tania Cuellar(424) 653-8704 Jose Alvarado (925) 305-4595

II. Alternate Committee Members Magdiel Cuellar (415)637-0229 Jose Gonzalez (925) 497-7917

• Regulatory Contacts

I. CDPH Emergency Contact (916)558-1784

II. FDA District Recall Coordinator (510) 337-6791

• Technical Consultants

I. Laboratory (877)435-5227

II. Food Safety Consultant(s) (800) 535-1376 or (510)452-8000

III. Sanitation Consultants (877)819-0829

IV. Engineering (877) 921-2263

V. Information Technology (IT) (408)571-8721

VI. Legal Counsel (800)559-4628

• Distribution Chain Contacts

· Associated Press

San Francisco Bureau (415)836-6700

Los Angeles Bureau (323)993-5000

Internet AP Website

· Secondary Language Media Contacts (415)765-4000

Appendix B – Templates

1. Communication Templates

I. Model Press Releases(FDA)

- a. Allergens (Allergy Alert)
- b. Listeria monocytogenes
- c. Clostridium botulinum
- d. Salmonella (all serotypes)
- e. E. coli 0157:H7

II. FDA Guidance for Written Recall Notification Letters

III. FDB Distribution List Template

2. Recall Events Log (should include the following information):

- I. Name of the person creating the action
- II. Dates
- III. Actions
- IV. Communications
- V. Decisions vi. Product disposition

3. Recalled Product Information Data Sheet (should include the following information):

- I. Product description: brand, product name, size, etc.
- II. Lot codes
- III. Quantity of recalled product
- IV. Date of the action
- V. Action taken for each product

4. Model Product Complaint Report

Appendix C

– Additional Resources

1. California Food and Drug Branch – Industry Education and Training Unit
2. Termination of a recall – 21 CFR Sec. 7.55
3. Industry Guidance: Information on Recalls of FDA Regulated Products
4. Recall policy – 21 CFR Recall Regulations Sec. 7.40
5. California Food and Drug Branch
6. US Food and Drug Administration
7. USDA (FSIS)
8. Center for Disease Control
9. FDA District Recall Coordinators
10. FDA Guidance: Action levels for Poisonous or Deleterious Substances in Human and Animal Feed
11. FDA Defect Levels Handbook

APPENDIX D – Assigned Responsibilities

Sample Assignments

Assignment

1. Management of the Recall – Tania Cuellar, Secretary, C.F.O. is responsible for the coordination of all recall activities.
2. Assemble the Recall Committee – Magdiel F Cuellar, President, C.E.O. is responsible for communicating the decision to recall to the members of the Recall Committee and that each member knows their responsibilities.

Evaluation

1. Management Approval of the Recall – Magdiel F Cuellar, President, C.E.O. is responsible to decide if the recall should go forward.

Identification

1. Create a Product Recall Log – Tania Cuellar, Secretary, C.F.O. is responsible to create and maintain a product recall log to document all events, when they occur and the company's response to each.
2. Identify all Products to be Recalled – Jose Alvarado Production Manager is responsible for identifying all products which need to be recalled.

Notification

1. Notify the Appropriate Regulatory Authority – Tania Cuellar, Secretary, C.F.O. is responsible for notifying the appropriate regulatory authority (use the contact information in the Recall Plan). Contacts shall only be made through the designated committee member. Recommended information to be submitted can be found in the FDA guidance document.
2. Prepare the Press Release (if required) – Tania Cuellar, Secretary, C.F.O. is responsible for the recall press release if the decision to prepare a press release is made.

Considerations for preparing a press release include:

- a. Issuance of a press release should be the highest priority and it should be issued promptly.
- b. Consult with your local District Recall Coordinator before issuance of a press release whenever possible.

c. If the company decides to prepare the press release, include all relevant information **(see sample templates in Appendix B)**

3. Prepare the Distribution List – Prepare the Distribution List – Tania Cuellar, Secretary, C.F.O. is responsible for preparing the recalled product distribution list. The FDB distribution list template requests account type, name, address, phone number, and contact name.

4. Prepare the Notice of Recall – Tania Cuellar, Secretary, C.F.O. is responsible for preparing the written notice includes all recall relevant information (see FDA Guidance for Written Recall Notification Letters in Appendix).

5. Distribute the Notice of Recall – Tania Cuellar, Secretary, C.F.O. is responsible for distribution of the Notice of Recall to all accounts that received the recalled product.

Responsibilities include:

d. Confirm receipt of the Notice of Recall with all accounts.

e. Contact accounts that have not responded to the request for conformation.

f. Maintain records of the account communications.

Removal

1. Detain and Segregate all Products to be Recalled which are in your Firm's Control – Tania Cuellar, Secretary, C.F.O. – is responsible to ensure that all products to be recalled in the firm's control are not distributed (identify, detain, and segregate products on-site, in transit, off-site storage, and off-site distribution).
2. Control the recalled product(s) – Magdiel Felipe Cuellar, President C.E.O. is responsible to ensure that recalled products do not re-enter commerce. Responsibilities include:
 - a. Quarantine and clearly identify recalled products.
 - b. Reconcile quantities, identification codes, and monitor recalled products.
 - c. Document the returned products.
3. Decide what to do with the recalled product(s) – Magdiel Felipe Cuellar, President C.E.O. is responsible for determining the action to be taken on the recalled product (destruction, reworking, and redirection). Other related responsibilities include:
 - a. Determine if the regulatory authority requires actions such as witnessing destruction of the recalled product.
 - b. Verify that the action taken has been effective.
 - c. Document the action(s) taken.
4. Verify Recall Effectiveness Tania Cuellar, Secretary, C.F.O. – is responsible for verifying the effectiveness of the recall. Responsibilities include:
 - a. Verify that distribution of recalled products has ceased.
 - b. Verify that all consignees at the recall depth specified by the recall strategy have received notification about the recall.
 - c. Verify that consignees have taken appropriate action.
 - d. Document all verifications.

Recall Program Procedures

The Bonami Baking Co., Inc. offers high quality food products manufactured in our facility. We hold our highest standard receiving the best quality ingredients and supplies from our vendor suppliers.

The Bonami Baking Co., Inc. with its strategic in manufacturing is proud to provide a recall program in the event of a Product Recall. In the event of an ingredient, supply, or product contamination we are prepared to track, locate, and notify all parties necessary to protect the public and valued customers.

The procedure in case of a recall event is as follows:

1. The Plant Manager receives notification of a contamination event affecting ingredients, supply inventory, or a finished product from either:
 - A) Ingredient or Supply Vendor to Manufacturer
 - B) The Plant Manager
2. Completed Recall Manufacture Product Recall Form is copied to The Bonami Baking Co., Inc., Plant Manager, and Recall Administrator.
3. Upon receiving the completed Manufacture Product Recall Form, The Bonami Baking Co., Inc. and the Recall Administrator will locate the following affected areas:
 - A) Inventory
 - B) Production Batches
 - C) Finished Goods Inventory with Lot Numbers used in the daily production
 - D) Customers in Receipt of Affected Lot Numbers
4. The Bonami Baking Co., Inc. Manufacturer Recall Administrator to complete the Manufacture Product Recall Form.
5. Completed Recall Event Findings Form copied to Customers and The Bonami Baking Co., Inc.
6. File completed Manufacture Product Recall Form in the The Bonami Baking Co., Inc. recall file.
7. Customer to pull all remaining product from customer inventory to be destroyed or returned. The Bonami Baking Co., Inc. will inform customer the correct procedure.
8. The Bonami Baking Co., will notify legal counsel on course of action required (press release, supply notices, and other communication tools).

Our Fleet is made of these vehicles as follow:

Year: 2017 Make: Ford Model: T-250 Transit-V

Year: 2021 Make: Dodge Model: Ram

Year: 2004 Make: Chevrolet Model: Express G3500

Year: 2014 Make: Ford Model: Econo/Club Wgn Refrigeration Unit

Year: 2017 Make: Ram Model: Ram 1500

Year: 2009 Make: Mifu Model: 62F Refrigeration Unit

Year: 2019 Make: Freightliner Model: Truck

Vehicle Preventive Maintenance Program

To maintain vehicles and equipment in order to provide safe, comfortable, and reliable transportation to our passengers, and effective and efficient service to the community.

Goals and Objectives:

The goals and objectives of the vehicle maintenance program are:

Maintain our vehicles in good conditions to do our daily deliveries to our customers.

- Conduct regular inspections in order to identify vehicle and equipment problems and assure vehicles are in good operating condition.
- Conduct basic Preventive Maintenance service routines in a timely manner to identify vehicle problems and keep vehicle systems in good repair.
- Conduct vehicle repairs in a timely manner and in accordance with industry best practices.
- Maintain a clean appearance for vehicles through regular interior and exterior cleaning.

Manage Preventive Maintenance and repair activities to promote the reliability of the service by minimizing service interruptions due to vehicle or equipment failure.

- Regularly inspect vehicles in order to identify and correct problems in to prevent service interruptions.
- Schedule repairs promptly in order to minimize service interruptions.
- Analyze repair, road call and tow data to identify trouble-prone components or systems for pro-active attention.

Maintain vehicles and equipment to promote cost-efficiency of operations

- Maintain and repair vehicles to ensure their operation at peak efficiency, including fuel efficiency, emissions systems, etc.
- Analyze fleet fuel usage and repair data; identify vehicles which may need remedial work or may need to be made inactive.
- Maintain vehicles and related equipment to fulfill manufacturer's warranty requirements and pursue warranty repairs where applicable; research and follow up on any applicable recalls or service bulletins.
- Maintain vehicles to maximize the useful vehicle life, including the life of key components such as tires, brakes, batteries, etc.
- Manage the maintenance program to be cost effective in terms of staff time, service vendors and parts and supplies costs.

Conduct vehicle operations, repairs, and cleaning in compliance with applicable local, state and federation regulations.

- Ensure that shop equipment and maintenance procedures comply with applicable OSHA laws and regulations protecting the health and welfare of workers.

- Handle and dispose of fuels, lubricants, solvents, tires and related materials in a safe and environmentally responsible manner.
- Maintain vehicles to comply with relevant emission standards and other applicable regulations.
- Conduct vehicle cleaning to comply with applicable wastewater and other relevant regulations.
- Conduct maintenance and repairs in compliance with environmental standards and other relevant regulations.

Program Elements:

Inspections. Each vehicle will be inspected at the start of each shift by a driver trained in the procedure. A walk-around will be performed with a vehicle pre-trip checklist and any irregularities reported to the Mechanic before the vehicle leaves the lot.

Basic Service Routines. The mechanic would do preventive maintenance schedules to maintain the vehicles in good standard conditions. At or before the recommended mileage intervals, the mechanic will perform all the elements of maintenance due at that mileage.

Vehicle Cleaning. Interior cleaning and sweeping of each in-service vehicle will be performed at the end of each shift by Special Mobility Services' driving staff. Vehicle exteriors will be washed on a weekly basis or more frequently, as needed.

Vehicle Repairs. The need for a vehicle repair may be discovered during a pre-trip inspection, preventive maintenance inspection, or breakdown. The Mechanic will determine warranty coverage for the system requiring attention, and if appropriate, pursue warranty repairs with the vendor, bus or chassis manufacturer, or authorized warranty outlet. The Mechanic will determine whether the repair can be accomplished in-house, or because of the need for special diagnostic expertise or equipment, will be assigned to a subcontractor.

Documentation and Analysis. Vehicle condition will be regularly documented through after daily delivery and inspected of any problems. Also any problems discovered on the road will be documented on a Vehicle Condition Report by the driver.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) #22-135NS

**FRESH BAKERY PRODUCTS
K-12 MEAL PROGRAM
FOR NUTRITION SERVICES**

* Submit proposals and all questions/inquiries to:

**OAKLAND UNIFIED SCHOOL DISTRICT
Attention: Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601**

email: procurement@ousd.org
phone: (510) 879-2990

**Proposals Due:
March 24, 2023 at 2:00 PM PST**

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY
THE APPLICABLE STATE AND FEDERAL LAWS.

Table of Contents

| | |
|---|-----------|
| Table of Contents | 2 |
| RFP Schedule Of Events | 3 |
| Submission Instructions | 4 |
| Notice to Bidders | 5 |
| General Information about the District | 5 |
| Proposal Submission Checklist - Attachment “1” | 7 |
| Proposal Instructions and General Requirements | 8 |
| Pricing | 9 |
| District Evaluation/Selection Process | 10 |
| Terms and Conditions | 11 |
| Protests | 18 |
| Delivery Requirements and Locations | 19 |
| Request For Proposal Signature Page - Attachment “2” | 20 |
| Evaluation Criteria - Attachment “3” | 21 |
| Food Tasting Scorecard - Attachment “4” | 22 |
| Vendor Questionnaire - Attachment “5” | 24 |
| References - Attachment “6” | 26 |
| Non Collusion Affidavit - Attachment “7” | 27 |
| Bidder’s Statement Regarding Insurance Coverage - Attachment “8” | 28 |
| Workers’ Compensation Insurance Certificate - Attachment “9” | 29 |
| Equal Opportunity Employment - Attachment “11” | 31 |
| Fingerprinting/Criminal Background Investigation Certification - Attachment “12” | 32 |
| Certificate Of Independent Price Determination - Attachment “13” | 35 |
| Suspension and Debarment Certification - Attachment “14” | 36 |
| Certification Regarding Lobbying - Attachment “15” | 38 |
| Iran Contracting Act Of 2010 Compliance Affidavit - Attachment “16” | 41 |
| Good Food Purchasing Resolution - Attachment “17” | 43 |
| Good Food Purchasing Bidding Vendor Pledge - Attachment “18” | 45 |
| Itemized List - Attachment “19” | 47 |

RFP Schedule Of Events

The following schedule will be used by the District for this RFP.

| DATE | ACTION |
|--|---|
| RFP Posting/First Advertisement: | February 24, 2023 |
| Pre-Bid Conference: | March 10, 2023 @ 1:00 p.m. pst (Zoom link on Procurement Website) |
| Deadline to Deliver Taste Testing Samples | March 15, 2023 @ 9:00 a.m. pst |
| Deadline for Questions: | March 17, 2023 @ 2:00 p.m. pst |
| Proposal/Bid Submitted to District: | March 24, 2023 @ 2:00 p.m. pst |
| Proposal/Bid Opening: | March 28, 2023 @ 10:30 a.m (Zoom link on Procurement Website) |
| Potential Interviews (If Necessary): | March 29, 2023 |
| Final Bid Award Notice: | March 30, 2023 |
| Contract Start Date: | July 1, 2023 |

OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at www.ousd.org/procurement.

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

Submission Instructions

Provider to Submit Testing Samples:

District will require/request a sample of one (1) dozen (12) of each item listed in the Bid Item List Attachment "19" for taste testing.

Bidders must deliver samples to the Procurement Office, 900 High Street 2nd Floor, Oakland, CA 94601 at 9:00 am pst on March 15th.

Provider to Submit Proposal:

Sealed Proposals must be received prior to **March 24, 2023 at 2:00 PM PST**

(1) Hardcopy Proposal & (1) USB - Electronic RFP version

Proposal shall be clearly marked: **"Response to RFP No. 22-135NS"**

Proposal shall be submitted to:

OAKLAND UNIFIED SCHOOL DISTRICT
FRESH BAKERY PRODUCTS K12 MEAL PROGRAM
Attention: PROCUREMENT DEPARTMENT
900 High Street
OAKLAND, CA 94601

Sealed Proposal packages shall be delivered to the **Procurement Department** no later than **March 24, 2023 at 2:00 PM. PST**

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Procurement Department, 900 High Street 2nd Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract available to view online at <https://www.ousd.org/bidopportunities>. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for

any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

Local and Small Local Business Program

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program (“Local Business Program”). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a ***certified*** Oakland Small Business must attach a copy of their certification letter to their bid. This RFP, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Contractors are responsible for checking this website for information and changes to this RFP.**

Notice to Bidders

The Oakland Unified School District (“District”) is requesting submission of Proposals from qualified persons, firms, partnerships corporations, associations or professional organizations (“Bidder(s)”) for the provision and delivery of Fresh Bakery Products (“Products”) to the District, as further described herein.

General Information about the District

The District is located in Alameda County and has a projected student enrollment for the 2022 - 2023 school year of approximately 35,489 students. The District has 1 delivery site. The District is seeking Proposals from qualified companies to procure and deliver products. This RFP defines the Program (as defined below), the products and the services that are being sought from the Bidders and generally outlines the Program requirements.

The District seeks to improve child nutrition by providing quality products, reducing the distance that food travels between producers and students, supporting labor law compliance along the supply chain, and supporting food production practices that have lower environmental impacts. As such, the District participates in the Good Food Purchasing Program (the “Program”).

The Program provides a metric-based, flexible framework that enables food purchasers to assess their current purchasing practices and shift their buying power toward five interconnected values: local economies, environmental

sustainability, valued workforce, animal welfare, and nutrition. Through the Program, The District will evaluate how its food purchasing practices align with each value category, as defined by criteria outlined in the Evaluation section below.

The Good Food Procurement Resolution, adopted by the District in 2016, is included in this solicitation as a Reference Document, [Attachment 16].

Any vendor that submits a bid and/or proposal in an effort to conduct business with this institution will commit to working with our staff in support of the Program by completing the Good Food Purchasing Vendor Pledge, [Attachment 18], and must submit required item-level data, [Attachment 18]. For a brief overview of the Program and data collection process, [please watch this short video](https://www.youtube.com/watch?v=MxBBhUUi0zs). (Link: <https://www.youtube.com/watch?v=MxBBhUUi0zs>).

The District is committed to offering seasonal menu items and purchasing from local farmers, within 250 miles of Oakland, whenever possible. Bidders should be making an effort to procure and offer California grown ingredients to schools and indicate these products on price lists and invoices. The District prefers locally grown products whenever possible and has a goal of procuring, at minimum, food that is 60% locally grown and produced.

The District seeks to support Socially Disadvantaged Farmers or Ranchers following the USDA definition of Socially Disadvantaged:

“Socially Disadvantaged Farmer or Rancher: The Consolidated Farm and Rural Development Act defines a socially disadvantaged group as one whose members have been subject to racial, ethnic, or gender prejudice because of their identity as members of a group without regard to their individual qualities. USDA regulations further define socially disadvantaged farmers and ranchers (SDFRs) as belonging to the following groups: American Indians or Alaskan Natives, Asians, Blacks or African Americans, Native Hawaiians or other Pacific Islanders, Hispanics, and women.”

The District is seeking to:

1. Ensure that students are receiving high quality fresh bakery products,
2. Purchase high quality fresh bakery products at the best possible price,
3. Offer more fresh bakery products that include locally grown ingredients, and those that support Socially Disadvantaged Farmers when possible,
4. Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing fresh bakery products,
5. Partner with a fresh bakery vendor that will provide excellent customer service.

Proposal Submission Checklist - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name:

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- Proposal Submission Checklist (Att.1, this form)
- Request for Proposal Signature Page (Att. 2)
- Evaluation Criteria (Att.3)
- Food Tasting Scorecard (Att. 4)
- Vendor Questionnaire (Att. 5)
- References with 2 References (Att. 6)
- Non Collusion Affidavit (Att. 7)
- Bidder's Statement Regarding Insurance Coverage (Att. 8)
- Worker's Compensation Insurance Certification Form (Att. 9)
- Drug Free Workplace Certification (Att. 10)
- Equal Opportunity Employment (Att. 11)
- Fingerprint Clearance/Criminal Background Investigation (Att. 12)
- Certificate of Independent Price Determination (Att. 13)
- Suspension and Debarment Certification (Att. 14)
- Certification Regarding Lobbying (Att. 15)
- Iran Contracting Act of 2010 Compliance Affidavit (Att. 16)
- Good Food Purchasing Resolution (Att. 17)
- Good Food Purchasing Bidding Vendor Pledge (Att. 18)
- Itemized Bid List & Flavor Tasting Scorecard (Att. 19)
- Statement of Pricing (Include in your proposal)
- HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
- Addenda

Proposal Instructions and General Requirements

Buy American Provision and Local Preference – The District participates in the National School Lunch Program and is required to ensure that food purchased for use in school meals meets the requirements of the Buy American Provision. The Buy American Provision requires School Food Authorities to purchase, to the maximum extent practicable, domestic commodities or products. A domestic commodity or product is defined as an “agricultural commodity that is produced in the United States, and a food product that is processed in the United States substantially using agricultural commodities produced in the United States.” The provision further defines “substantially” to mean over 51% from American products (7 CFR Part 210.21(d)). Whenever possible, the district prefers locally grown (within 250 miles), then California Grown, then American Grown produce. If Local, California or American Grown produce is unavailable in sufficient quantities to provide affordability, then only produce inspected and approved by USDA is acceptable.

Bidder Questions Regarding this Request for Proposals – Any questions regarding this Request for Proposals shall be emailed to the Oakland Unified Procurement Department at procurement@ousd.org prior to the March 17th, 2023 at 2:00 pm PST deadline.

Deadline for Receipt of RFPs – Proposals shall be delivered to the District, on or before the day and hour set for the opening of the Proposals. Proposals shall be placed in a sealed envelope and submitted to the District via mail to: Procurement Department, 900 High St, Oakland , California, 94601. Any Proposal received after the scheduled closing time in the RFP shall be unopened. All unsigned Proposals will be rejected. After the Proposals are opened at the designated time, no commitment will be made at that time until all Proposals are evaluated for pricing, specifications and other pertinent information.

The RFP – All numbers in the proposal should be stated in figures, and signatures of all individuals must be in long-hand. Unsigned Proposals will not be accepted. FAX copies of Proposals will not be accepted for formal advertised RFPs.

Responsibility – Bidders are solely responsible for ensuring their Proposal is received by the District in accordance with the solicitation requirements before the date and time specified in the RFP, and at the place specified. The District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery.

HACCP Plan or Food Security and Safety Program – The Successful Bidder(s) shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the Bidder’s Hazard Analysis Critical Control (HACCP) system or Food Safety and Security Program must be submitted with its proposal. The Successful

Bidder(s) shall provide products from manufacturers with a HACCP system in place. The Successful Bidder(s) shall ensure all products delivered to the District shall be prepared, handled and are stored in accordance with the health and sanitation standards of the state of California and Federal Government.

Drug Free Workplace Certificate – In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the Successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The Successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the Successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the Successful Bidder.

Pricing-Term of Contract – Minimum contract term is one (1) year. Quoted prices must stay in effect for twelve (12) months after award of RFP and may be extended upon mutual consent of Oakland Unified School District and vendor for two (2) additional one (1) year periods in accordance with provisions contained in the Education Code, Sections 17596. If extended, price increases may be negotiated. In the event of a general price decrease the District reserves the right to revoke the RFP award unless the decrease is passed on to the District.

Pricing

Provide a detailed Statement of Pricing for Products to be provided. Bidder submitting a RFP shall specify product size, case count, price and tie height pallet specifications pertaining to each item. Errors in price computations will not excuse Bidder from holding price.

Pricing Terms – Contract prices awarded for fixed price items shall remain firm for the contract period. Prices proposed for all items will be for the period July 1, 2023 through June 30, 2024. All orders placed by the District will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date. Proposers must agree to fix contract prices for the first year. If the organization intends to revise its fee schedule after the initial one-year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90 days notice. These fees are subject to negotiation and approval by the District.

Itemized Bid List – The District’s Itemized Bid List is attached hereto. The “Notes” section should be used to indicate if an item is a special order, requires a minimum

purchase, or is an alternative to what was listed. Proposals must include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price).

Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 10 percent of the estimated value of the contract.

All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Bidder's mark-up on subconsultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to provide the Products.

District Evaluation/Selection Process

Basis for Selection – The responsiveness, competency and responsibility of Bidders and of their proposed subcontractors will be considered in making the award of contract. Any Bidder before being awarded a contract may be required to furnish evidence to the District that the Bidder has sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The District reserves the right to reject the Proposal of any Bidders as not responsible and not qualified to provide the products under consideration who have previously failed to perform properly or to complete on time contracts with the District of a nature similar to this procurement. A responsive Proposal is one that meets all terms, conditions, and specifications of the Proposal. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract available to view online at <https://www.ousd.org/bidopportunities>. The Bidder must perform and do what the Proposal documents and contract requirements say they must do, whether it be pricing in a certain way, attending a mandatory pre-proposal conference, providing bonds, etc.

A Proposal which substantially conforms, though not strictly responsive, to a call for Proposals may be accepted if the variance cannot have affected the amount of the Proposal or given a Bidder an advantage or benefit not allowed to other Bidders. or, in other words, if the variance is inconsequential.

The District reserves the right to reject any and all Proposals or alternatives and waive any informality or irregularity in the Proposals or in the bidding, and to determine responsiveness and responsibility of Bidder, including but not limited to those areas mentioned above. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever.

Evaluation/Award – The District intends to select one of the Bidders—but reserves the right to select no Bidder or more than one Bidder—that best meet(s) the District’s needs to provide the Products 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 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 Products. Proposals will be evaluated separately and will be awarded to one or more Bidders based on the highest scored Proposal. The Evaluation Criteria, Descriptions, and Point Scoring are listed in Attachment 3. The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, fresh baked products from other vendors throughout the contract if it deems necessary.

Previous Performance – Bidders are advised that the District reserves the right to reject a Proposal from a Bidder that cannot demonstrate the ability to provide the goods or services required. Bidders who have demonstrated unsatisfactory performance may be subject to disqualification as a responsible Bidder submitting a Proposal, thereby disqualifying the Bidder from contract award.

Terms and Conditions

In addition to the following, this RFP is subject to the terms of the Contract attached and included herewith.

Acceptance of Proposals – The District reserves the right to reject any or all Proposals and to select individual items. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. The District does **NOT** guarantee that all items shown on this Proposal will be purchased. The right is reserved to purchase additional quantities at the Proposal prices during the contract period. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the District. The District reserves the right to reject any or all Proposals or waive any irregularities or informalities in any Proposals or in the bidding.

Alteration of Request for Proposal Text – Changes in or additions to the Request for Proposal, as well as any attachments, amendments or other official correspondence related to this Request for Proposal may not be manually, electronically or otherwise altered by Bidder or Bidder’s agent(s). Recapitulations of the Products proposed upon, alternative Proposals, or any other modification of the Request for Proposal which is not specifically called for in the award agreement documents may result in the District’s rejection of the Proposal as not being responsive to the Request for Proposal. No oral or telephonic modification of any Proposal submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a

confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of Proposals.

Anti-discrimination – Bidder shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve employment of people from historically disadvantaged groups and agrees to meet Federal and State guidelines. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

Authorized Distributor – Successful Bidder must be an Authorized Distributor for the product offered, or with Bidder's quote, Bidder must submit documentation from an Authorized Distributor from whom Bidder has purchased the specified materials.

Proposal Negotiations – A Proposal response to any specific item of this Request for Proposal with terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive to that specific item.

California Public Records Act – Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 7920.000et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Bidder that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Bidder agrees, by submission of its response for the District's consideration, to defend, hold harmless, and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

Cancellation of Solicitation – The District may cancel this solicitation at any time.

Clarification, Corrections or Changes to Specifications – All clarifications, corrections, or changes to the solicitation documents will be made by Addendum only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or in email. Interpretations, corrections, and changes shall not be binding unless made by the Addendum. All Addenda issued shall become part of the Agreement documents. Addenda will be sent to all known solicitation holders by email or U.S. mail. It is the Bidder's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

Competency of Bidders Submitting a Proposal – A proposal will only be accepted from, or a contract awarded to, a contractor who is licensed in accordance with the law, to whom a proposal form has been issued by the District and who has successfully performed on projects of similar character and scope to the proposed work. A representative of the District, prior to contract award may examine the business premises of any Bidder submitting a Proposal. Bidders submitting a Proposal shall agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of an awarded contract. It will be the responsibility of the contractor to obtain any clearances necessary for completion of the contract.

Compliance with OSHA – Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the District harmless for any failure to so conform.

Cost of Proposal Preparation – Cost of preparation of the response to this RFP is solely the responsibility of the Bidder submitting a Proposal. The District accepts or implies no liability in the cost of preparation.

Definitions – Responsible: a bidding party possessing the skill, judgment, qualifications, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive: a proposal which meets all of the specifications set forth in the RFP.

District Requirements – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the RFP and required during the contract period shall be ordered and purchased from the Successful Bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period.

Errors and Corrections – The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures/initials of the person or persons signing the Proposal. Correction of any such errors shall be made prior to the Proposal opening only. In the event of inconsistency between words and figures in the Proposal price, words shall control figures. In the event that the District determines that any Proposal is unintelligible, inconsistent or ambiguous, the District may reject such Proposal as not being responsive. The Proposal cannot be corrected after the Proposal opening.

Examination of Proposal Documents – Bidders submitting a Proposal shall thoroughly examine and be familiar with the specifications. The failure or omission of any Bidder submitting a Proposal to receive or examine any Proposal document(s),

forms, instruments, Addendum or other document there existing shall in no way relieve any Bidder submitting a Proposal from obligations with respect to this RFP or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

Examination of Locations – It shall be the responsibility of the Successful Bidder to establish knowledge of the District and the specific delivery locations to familiarize him/herself with the access and egress, construction or building difficulties and method of delivery, all of which could affect the Successful Bidders ability to service the District. It shall be the responsibility of the Successful Bidder to cope with all these eventualities.

Failure to Comply with Instructions – Failure to comply with any of the instructions stated in the Proposal documents may result in rejection of the Proposal. Any party submitting a Proposal shall not contact, or lobby any District Board member, official, employee, agent or representative during the Bidding process including up to the date of Board action, except as specified in the Proposal for contact. Any party attempting to influence the Proposal including the submittal, review process and awarding of the Proposal will have their Proposal rejected for violating this term and condition of the RFP.

Any party, individual, group or firm, not submitting a Proposal, but which may have a financial or business interest in the award of the Proposal shall not contact or lobby any District Board member, official, employee, agent, contractor or representative, including up to the date of Board action. Any and all public comment regarding the Board's action in the award of this Proposal will be accepted on the date of Board action in a public meeting pursuant to the Brown Act.

FOB Destination Pricing – All shipments shall be made FOB destination, Oakland, California FOB destination indicates that the seller is responsible for shipment until it is tendered to the District. The District will not pay for shipping and handling, nor shall the District pay for any fuel surcharges that are not indicated herein. If the material is not received within the time specified for delivery, it will be received at the discretion of the District. Should it be necessary to refuse delivery of any material contained in the Proposal document, the Bidder shall be responsible for the cost of retrieving the merchandise in question.

Formation of Contract – Bidder's signed Proposal and District's written acceptance with approval from the District's Governing Board shall constitute a binding contract.

Contract Term - It is the intent to award the contract for an initial one year period with the option to renew it for 2, one-year periods for a possible total contract term of 3 years. The decision to renew the contract will be at the sole discretion of the District and agreed upon by both parties.

Insurance Requirements – Successful Bidder shall maintain insurance as specified in the Section titled, "Minimum Insurance/Coverage." Successful Bidder must furnish the

District with the Certificates of Insurance proving coverage as specified in the section titled, "Minimum Insurance/Coverage" and naming the District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

Packing, Crating, Cartage – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District's request. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight. Bidder submitting a proposal shall specify price, product size, case count, and tie height pallet specifications. Containers must be sealed, labeled with product name, shelf life/best if used by date and storage requirements. Bidder shall include Product Formulation Sheets, Nutritional Analysis and Ingredients list which must be acceptable to the District's Food & Nutrition Services Department. All costs for containers shall be borne by the vendor.

Payment – (a) Bidder shall state payment terms offered. (b) Payment will be made on the pay period after receipt and acceptance of goods and/or services and upon department confirmation of such acceptance.

Post Award Meeting – Prior to performing any work or providing any services specified on this Contract, the Successful Bidder may be required to meet with the District's Nutrition Services Department for the purpose of reviewing the products and services offered herein, determining milestones regarding the District's expectations, and to discuss any issues related to the execution of this RFP. The Successful Bidder shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this RFP and the awarded Contract. The District will approve all materials associated with this RFP.

Right to Inspect Successful Bidder Facilities – The District reserves the right to inspect the Successful Bidder's facilities prior to award of contract and/or during the term of the contract and if representatives of the District determine after such inspection that the Successful Bidder is not capable of performance satisfactory to the District, the Proposal will not be considered or the contract may be canceled.

Taste Testing - District will require/request a sample of one (1) dozen (12) of each item listed in the Bid Item List Attachment "18" for taste testing to evaluate for taste, texture, overall quality of product, appeal, consistency and nutritional value. Bidders must deliver samples to the Procurement Office, 900 High Street 2nd Floor, Oakland, CA 94601 from 8:00am pst - 9am pst on March 15th.

Ingredients - All Fresh Bakery products shall meet Food & Nutrition standards (EAT REAL Undesirable Ingredients List [Appendix A]) set by the Department.

Substitutions – All Bidders must conform to the specifications set forth in these Proposal documents. The District reserves the right to reject all Proposals that do not conform to the specifications. Do not use “as specified” in responding to this requirement. At a minimum, descriptive technical literature fully describing the claimed “as equal” product must be attached to the Proposal. Suitability and valuation of “equal” rests in the sole discretion of the District.

Taxes – No Proposal shall include Federal Excise Tax, as the District is exempt from such tax and will furnish appropriate tax exemption certificates. The Successful Bidder shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

Terms of the Offer – The District’s acceptance of Bidder’s offer shall be limited to the terms herein unless expressly agreed in writing by the District.

Tobacco-Free Environment – All District sites have been designated as 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.

Withdrawal of Proposal – Any claim by a Bidder of error in its Proposal must be made in compliance with section 5100 et seq. of the Public Contract Code. The Bidders may withdraw Proposals only by written request received by the District’s Nutrition Services Department Interim Executive Director (or Executive Director if instated).

Customer Service – The District requires that the successful Bidder have a dedicated account manager working with The District on a consistent basis.

Minimum Insurance/Coverage: The Bidder agrees to purchase and maintain through the duration of the contract insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

For the acts and activities contemplated by this agreement, at a minimum, the following shall be provided:

1. **Commercial General Liability Insurance:** Bidder shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by Bidder. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least “A,11” status as rated in the most recent edition of Best’s Insurance Reports or

as amended agreement between the District and Bidder. All policies shall contain a provision requiring thirty (30) days written notice to be given to the District prior to cancellation, modification, or reduction of limits.

2. **Additional Insured Endorsement:** Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement."
3. **Primary Insurance Endorsement:** In addition to the "Additional Insured" as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Such insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the District, its elected and appointed officers, agents, employees, Bidders and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."
4. **Certificate of Insurance:** Prior to commencing services pursuant to this Agreement, Bidder shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Bidder's insurance provider. Such certificates shall include the Endorsements described in this Agreement as attachments.
5. **Workers' Compensation:** Bidder shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "Bidder is 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 such provisions before commencing the performance of this Agreement." Prior to commencing services pursuant to this Agreement, Bidder shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of Bidder's insurance provider.
6. **Injury and Illness Prevention:** Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing

the performance of this Agreement.” The Injury and Illness Prevention Plan shall be available to the District upon request

7. **Commercial Automobile Liability:** If Bidder is going to operate a vehicle on District property or transport students in any capacity. Limits of liability shall include a minimum of \$1,000,000 combined single limit.
8. **Survivability:** The parties’ indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties’ actual or alleged performance or non- performance of their respective rights, privileges, or obligations existing under this agreement.
9. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

Protests

Any Bidder may protest the Districts issuance of a notice of “Not To Award” if it believes that the District has incorrectly selected another proposer for the award. Notice of protest shall be filed with the District within five (5) business days after the notice of “Not to Award” is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org

The protest must contain a complete statement of any and all bases for the protest.

The protest must refer to the specific portions of any documents that form the bases for the protest.

The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest, and all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of protest. Failure to comply with any of these procedures, at the District's sole discretion, shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

Delivery Requirements and Locations

Delivery Specifications -

1. The Successful Bidder will partner with the District over the term of the contract resulting from this RFP to procure and deliver fresh bakery products to the District. The District reserves the rights to make additions to, or deletions from, the lists of school sites to be served at any time during the period of the contract, and revise delivery times as required. Awarded vendor(s) will be required to make direct deliveries to 1 site. The site requires 1-2 days per week deliveries due to storage limitations or volume purchases.
2. All deliveries shall occur between the hours of 5:00 a.m. and 10:00 a.m. pacific time. Overnight deliveries, or "Dark drops," will not be accepted. If a scheduled delivery day is a holiday, deliveries will occur on the next business day after the holiday.
3. Delivery to site must be completed within the designated delivery timeframe; on the designated delivery days as indicated below. Delivery shall not be made so close to service time as to create concern by the school site.
4. District reserves the right to designate an alternate delivery location if the designated site is unable to receive deliveries for any reason. The District reserves the right to add or remove delivery sites as needed. The District also reserves the right to revise delivery times as required. Additional product and service requirements are outlined within the RFP. The District's requests 2 deliveries per week that are not yet determined but will be Monday-Friday

| OUSD Delivery Location | | | | |
|-------------------------------|--|-----------------------|--------------------------------|--------------------------------------|
| Location | Address | Delivery Times | Preferred Delivery Days | Number of Deliveries Per Week |
| Central Manufacturing Kitchen | 2850 West Street, Oakland, CA 94601 | 5:00 am - 10:00 am | Monday-Friday TBD | 2 |

Request For Proposal Signature Page - Attachment "2"
TO BE SUBMITTED WITH PROPOSAL

| | |
|--|--|
| By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder. | |
| Company Name | |
| Signature of Company Official | |
| Name of Signer | |
| Title of Signer | |
| Email Address | |
| Complete Mailing Address | |
| City, State, Zip | |
| Phone Number | |
| Date | |
| Minimum Dollar Amount for Delivery | \$ |
| <input type="checkbox"/> | Check if no minimum dollar amount for delivery is required. |
| Minimum Case Amount for Delivery | |
| <input type="checkbox"/> | Check if no minimum case amount for delivery is required. |

Evaluation Criteria - Attachment "3"
TO BE SUBMITTED WITH PROPOSAL

| Evaluation Criteria | Description and Points Awarded | Points Based On | Max. Points |
|--|--|--|-------------|
| Price | 100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid. | Itemized Bid List | 30 |
| Food Tasting Scorecard | Total points based on the combined points score for the following attached rubric criteria, based on ability to provide a product sample that is tested by an OUSD Nutrition Services Taste Panel to determine the following quality factors: appearance, aroma, texture, color, and flavor. | Food Tasting Scorecard | 25 |
| Delivery Specifications | 100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met. | - Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire | 20 |
| Service Reliability and Past Performance | 100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support -Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above. | - Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire | 10 |
| Safety Records and Controls | 100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. | - HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire | 10 |

| | | | |
|-----------------------------|---|---|-----|
| | If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria. | | |
| Local Geographic Preference | 100% of Max Points: Ability to provide California grown ingredients. 0 Points: Unable to provide California grown ingredients. | Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire | 5 |
| TOTAL POINTS: | | | 100 |

Food Tasting Scorecard - Attachment "4"

| Points of Item to Overall Score | Item Being Scored | Evaluation Criteria | Vendor Score |
|---------------------------------|-------------------|--|--------------|
| 5 | Flavor | Bidder will submit product sample to evaluate flavor profile | |
| 5 | Appearance | Product will be evaluated for product appearance that will be appealing to students | |
| 5 | Color | Product will be evaluated on aroma smell that will be appealing to students | |
| 5 | Aroma | Product will be evaluated on aroma smell that will be appealing to students | |
| 5 | Texture | Product will be evaluated on texture which is soft, chewy, easy to consume, and palatable that will be appealing to students | |
| 25 Points | Total | | |

By signing this, I acknowledge that I have reviewed OUSD's Evaluation Criteria and Food Tasting Scorecard.

Name of Bidder (Person, Firm, or Corporation): _____

Signature of Bidder's Authorized Representative: _____

Date of Signing: _____

Vendor Questionnaire - Attachment "5"
TO BE SUBMITTED WITH PROPOSAL

Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal.

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) __Yes__No
2. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
3. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
4. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)
5. Service Reliability and Past Performance - What is the lead time you require for orders?
6. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
7. Service Reliability and Past Performance - How many years has your company been in the baked goods business?
8. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.
9. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?
10. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery?
11. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
12. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?
13. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?

In accordance with the contract documents, the undersigned propose to supply all of the product and perform all work specified in the contract documents in accordance with the proposal.

Name of Bidder (Person, Firm, or Corporation): _____

Signature of Bidder's Authorized Representative: _____

Date of Signing: _____

Print Name & Title of Authorized Representative: _____

Phone Number: _____

Email: _____

References - Attachment "6"
TO BE SUBMITTED WITH PROPOSAL

Please submit two (2) current school district References requiring multiple deliveries per week. An unresponsive reference will **not** be considered a valid Reference. The Bidder is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District.

Reference #1

| | |
|---|--|
| School District | |
| Contact Person & Title | |
| Telephone Number | |
| Required Number of Deliveries per Week | |

Reference #2

| | |
|---|--|
| School District | |
| Contact Person & Title | |
| Telephone Number | |
| Required Number of Deliveries per Week | |

Non Collusion Affidavit - Attachment "7"
PUBLIC CONTRACTS CODE SECTION 7106
TO BE SUBMITTED WITH PROPOSAL

State of California
County of _____

Bidder's Name _____, being first duly sworn, deposes and says that he or she is Owner of Contractor Name _____ the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Proposal 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; that all statements contained in the Proposal are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Proposal 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, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal."

(Date)

Signed at (Place)

Bidder Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

Bidder's Statement Regarding Insurance Coverage - Attachment "8"

TO BE SUBMITTED WITH PROPOSAL

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Oakland Unified School District as Additional Insured for the work specified.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

Workers' Compensation Insurance Certificate - Attachment "9"

TO BE SUBMITTED WITH PROPOSAL

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

ATTEST:

By _____
Signature

Printed Name & Title

Drug-Free Workplace Certification - Attachment "10"

TO BE SUBMITTED WITH PROPOSAL

I, _____, am the _____ of
(Print Name) (Title)

(Bidder Name): _____ I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor 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 Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee- assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - B. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - C. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
2. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both.
3. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this day of _____
(City and State) (Date)

(Signature)

(Name Handwritten or Typed Name)

Equal Opportunity Employment - Attachment "11"

TO BE SUBMITTED WITH PROPOSAL

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the _____ (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: _____

CONTRACTOR

By: _____

Fingerprinting/Criminal Background Investigation Certification - Attachment "12"

TO BE SUBMITTED WITH PROPOSAL

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET**

(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment A** to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment B** to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education

Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as _____ *[insert "owner" or officer title]* of _____ *[insert name of business entity]*, have read the foregoing and agree that _____ *[insert name of business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _____

Name: _____

Signature: _____

Title: _____

LEFT BLANK INTENTIONALLY

Certificate Of Independent Price Determination - Attachment "13"
TO BE SUBMITTED WITH PROPOSAL

Both the SFA and Bidder shall execute this Certificate of Independent Price Determination.

| | | |
|----------------|--|-------------|
| | | |
| Name of Bidder | | Name of SFA |

1. By submission of this offer, the offeror (Bidder) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
 - a. The prices in this offer have been arrived at independently—without consultation, communication, or agreement—for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
 - c. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
2. Each person signing this offer on behalf of the offeror certifies that:
 - a. He or she is the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
 - b. He or she is not the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

| | | | | |
|---|--|-------|--|------|
| | | | | |
| Signature of Bidder's Authorized Representative | | Title | | Date |

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

| | | | | |
|--|--|-------|--|------|
| | | | | |
| Signature of SFA's Authorized Representative | | Title | | Date |

Suspension and Debarment Certification - Attachment "14"
TO BE SUBMITTED WITH PROPOSAL

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a Proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

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

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON THE FOLLOWING PAGE)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

**DO NOT SUBMIT THIS FORM RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL
RESPONSES.**
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Lobbying - Attachment "15"

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: | | Agreement Number: | |
| Address of School Food Authority: | | | |
| Printed Name and Title of Submitting Official: | | Signature : | Date: |
| OR | | | |
| Name of Vendor: | | | |
| Printed Name and Title: | | Signature : | Date: |

DISCLOSURE OF LOBBYING ACTIVITIES

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

| | | |
|--|--|---|
| <p>1. Type of Federal Action:</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p> | <p>2. Status of Federal Action:</p> <p>a. bid/offer/application b. initial award c. post-award</p> | <p>3. Report Type:</p> <p>a. initial filing b. material change</p> <p>For material change only: Year ____ quarter ____</p> <p>Date of last report _____</p> |
| <p>4. Name and Address of Reporting Entity:</p> <p>____ Prime ____ Subawardee Tier____, if Known:</p> <p>Congressional District, if known:</p> | | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p> |
| <p>6. Federal Department/Agency:</p> | <p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p> | |
| <p>8. Federal Action Number, if known:</p> | <p>9. Award Amount, if known:</p> <p style="text-align: center;">\$</p> | |
| <p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p> | <p>10. b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i></p> | |
| <p>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.</p> | <p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Telephone No.:</p> <p>Date:</p> | |
| <p>Federal Use Only</p> | <p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p> | |

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).

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "16"

TO BE SUBMITTED WITH PROPOSAL

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits Bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A Bidder who "engages in investment activities in Iran" is defined as either:

1. A Bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A Bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The Bidder shall certify that at the time of submitting a Proposal for new contract or renewal of an existing contract, the Bidder is not identified on the DGS list of ineligible businesses or persons and that the Bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

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 (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the Bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

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

| | |
|---|--|
| Vendor Name/Financial Institution (printed) | BTRC (or n/a) |
| By (Authorized Signature) | |
| Print Name and Title of Person Signing | |
| Date Executed | City Approval (Signature) (Print Name) |

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or 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 enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

| | | |
|---|---------------------------|--------------|
| Vendor Name/Financial Institution (printed) | BTRC (or n/a) | |
| By (Authorized Signature) | | |
| Print Name and Title of Person Signing | | |
| Date Executed | City Approval (Signature) | (Print Name) |

Good Food Purchasing Resolution - Attachment “17”

**RESOLUTION
OF THE
BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT
Resolution No. 1617-0079**

**Oakland Unified School District
District Commitment - Good Food Purchasing Policy/Program**

WHEREAS, the Oakland Unified School District (“OUSD” or “District”) procures over \$8 million annually in food and serves over 40,000 meals per day and almost 7 million meals annually;

WHEREAS, the purchasing of good food is a vital component to providing the nutritional needs of all children in the District, where more than 70% of students qualify for federal and state meal benefits through the National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program;

WHEREAS, the District has made continued improvements to school menus to increase fresh and local foods, increase produce, and decrease processed foods served to students. As part of Oakland’s Farm to School Initiative, launched in partnership with the Community Alliance with Family Farmers in 2008, the District incorporated a geographic preference into its produce solicitations and currently sources between 40 and 80 percent of fresh produce locally, depending on the season;

WHEREAS, the District partnered with the Center for Ecoliteracy to conduct the Rethinking School Lunch Oakland (“RSLO”) Feasibility Study in 2010 to establish a comprehensive framework for District-wide nutrition services reform to address health, environmental and social issues. As a result of RSLO’s recommendations for facilities improvement, an overwhelming majority (84%) of Oakland voters passed the Measure J Bond in 2012. Measure J is funding the construction of a 32,500 square foot central kitchen, urban farm, and education center in West Oakland, which will be the hub of OUSD’s healthy food system;

WHEREAS, the District, in partnership with The Center for Ecoliteracy, piloted and developed the California Thursdays farm to school program in 2013, which has now expanded to over 50 school districts statewide to increase local procurement in school meal programs. The District currently procures approximately 30% of all food items locally and has more than doubled humane and sustainable purchases as a result of implementing California Thursdays;

WHEREAS, in practicing good food procurement methods, the District can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices can impact the creation and availability of a local, sustainable good food system both regionally and nationally. In turn, the District has partnered with other school districts via the School Food FOCUS and California Farm to School networks to exchange best practices for implementing and supporting good food policies, local procurement, and sound environmental standards;

WHEREAS, the OUSD Board of Education adopted the Wellness Policy (BP 5030) in 2014, which meets and exceeds the provisions of the Healthy, Hunger-Free Kids Act (HHFKA) of 2010 and provides schools with a framework to promote health and wellness for all students;

WHEREAS, the OUSD Board of Education adopted the Farm to School Resolution (Enactment No. 1415-0081) in 2014 to declare its support for school-based programs that connect students and families to the local food system;

WHEREAS, good food is defined as food that is healthy, local, sustainable, humane, and fair. These foods meet the Dietary Guidelines for Americans and the United States Department of Agriculture's menu pattern requirements for school meals as defined by the Healthy, Hunger Free Kids Act ("HHFKA"); provide freedom from chronic ailment; and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation. Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management);

WHEREAS, the District has partnered with the Center for Good Food Purchasing since 2014 to evaluate its procurement based on the criteria set forth in the Good Food Purchasing Standards and was awarded a three-star rating (out of a possible five stars) by the Center for Good Food Purchasing for its food procurement in the 2014-15 school year; and

WHEREAS, good food procurement refers to the sourcing and purchasing of food to supply District Nutrition Services operations;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Oakland Unified School District commits to good food procurement to improve our region's food system through the creation, adoption, and implementation of the Good Food Purchasing Policy/Program.

Good Food Purchasing Bidding Vendor Pledge - Attachment "18"

TO BE SUBMITTED WITH PROPOSAL

Any vendor that submits a bid and/or proposal in an effort to conduct business with The District will commit to working with our staff in support of our commitment to the Good Food Purchasing Program by taking the following steps:

- Communicating our participation in the Good Food Purchasing Program to all farmers, food suppliers, food manufacturers, and other subcontractors you may work with.
- Establishing supply chain accountability and a traceability system to verify sourcing commitments, and sharing this information with us when requested.
- Complying with due diligence reporting requirements to assess baseline purchases and measure annual progress. As part of The District's commitment to the Good Food Purchasing Program, The District collects specific data for the Center for Good Food Purchasing to analyze and assess compliance with and successes in increasing the amount of good food procured.
- Proposing vendor commits to submitting the following due diligence reporting requirements on an annual basis:
 - Time period of purchase (such as month and year, or range of months)
 - Farmer AND/OR Processor/Shipper/Manufacturer/Broker/Wholesaler (whichever is applicable)
 - Brand (if applicable)
 - Farm location AND/OR processing or manufacturing location at the city level (whichever is applicable)
 - Vendor item number
 - Manufacturer product code (if applicable)
 - UPC code (if applicable)
 - Product description
 - Known certifications (if applicable)
 - Pack size
 - Quantity purchased and UOM
 - Net weight per quantity (in lbs)
 - Total weight (in lbs)
 - Cost per unit
 - Total cost per quantity purchased
 - Total dollar value spent for all food items purchased as part of this contract
- Working with us to complete a baseline purchasing assessment of food procurement practices for analysis by the Center for Good Food Purchasing.
- Working with us to annually increase the procurement of food aligned with the core values of the Good Food Purchasing Program.
- Seeking to bring us new products that demonstrate innovation and progress as it relates to the Good Food Purchasing Program

Date: _____

Name of bidding company: _____

Name and title of representative signing: _____

Signature: _____

APPENDIX A

Undesirable Ingredients

- acesulfame-K (acesulfame potassium)
- acetylated esters of mono- and diglycerides
- aluminum calcium silicate
- ammonium chloride
- artificial colors
- artificial flavors
- aspartame
- azodicarbonamide
- benzoates
- benzoyl peroxide
- BHA (butylated hydroxyanisole)
- BHT (butylated hydroxytoluene)
- bleached flour
- bromated flour
- brominated vegetable oil (BVO)
- calcium bromate
- calcium disodium EDTA
- calcium peroxide
- calcium phosphate
- calcium propionate
- calcium saccharin
- calcium sorbate
- calcium stearoyl-2-lactylate
- caprocaprylobehenin
- carmine
- certified colors
- cyclamates
- cysteine (l-cysteine)
- DATEM (Diacetyl tartaric and fatty acid esters of mono and diglycerides)
- dimethylpolysiloxane
- dioctyl sodium sulfosuccinate (DSS)
- disodium calcium EDTA
- disodium dihydrogen EDTA
- disodium guanylate
- disodium inosinate
- EDTA
- ethyl vanillin
- ethylene oxide
- ethoxyquin
- FD & C colors
- foie gras
- GMP (disodium guanylate)
- hexa-, hepta- and octa-esters of sucrose
- high fructose corn syrup
- hydrogenated fats
- hydrolyzed proteins (vegetable, wheat, soy, whey, etc)
- IMP (disodium inosinate)
- lactylated esters of mono- and diglycerides
- methyl silicon
- methylparaben
- microparticulated whey protein derived fat substitute
- monosodium glutamate (MSG)
- natamycin
- neotame
- nitrates/nitrites
- partially hydrogenated oil
- polydextrose
- potassium benzoate
- potassium bromate
- potassium phosphate
- potassium sorbate
- propionates
- propyl gallate
- propylparaben
- saccharin
- sodium aluminum phosphate
- sodium aluminum sulfate
- sodium benzoate
- sodium diacetate
- sodium glutamate
- sodium nitrate/nitrite
- sodium phosphate
- sodium propionate
- sodium stearoyl-2-lactylate
- sorbic acid
- sorbitol
- sucralose
- sucroglycerides
- sucrose polyester
- sulfites (except in wines, meads and ciders)
- TBHQ (tertiary butylhydroquinone)
- tetrasodium EDTA
- theobromine
- vanillin

ITEMIZED BID LIST - Attachment "19" TO BE SUBMITTED WITH PROPOSAL

| Item Description | Quantity | Unit | Pack Size (please provide) | Unit Description (please provide) | Pallet Tie Height Specifications | Price per Unit | Extended Price | Includes local ingredients? If so, name local ingredient(s). | Notes |
|--|-----------------|-------------|---|--|---|---------------------------|---------------------------|---|--------------|
| 50% whole grain Baked Muffins, Seasonal Varieties (2 Grain Oz Equivalent) | 131,000 | ea | | | | | | | |
| 50% whole grain Hamburger Buns (2 Grain Oz Equivalent) | 288,000 | ea | | | | | | | |
| 50% whole grain Hot Dog Buns (2 Grain Oz Equivalent) | 126,000 | ea | | | | | | | |
| 50% whole grain Baked Medium Cinammon Rolls (2 Grain Oz Equivalent) Rich Flaky Dough, Sweet Cinnamon Filling | 131,000 | ea | | | | | | | |
| 50% White Whole Wheat Baked Sliced Croissant, made with Whole Wheat and Enriched Flour (2 Grain Oz Equivalent) | 35,000 | ea | | | | | | | |
| Baked Ciabatta (2 Grain Oz Equivalent) | 20,000 | ea | | | | | | | |
| 50% whole grain Sliced Bread - Usable Slices - (1 Grain Oz Equivalent) | 70,000 | ea | | | | | | | |
| 50% whole grain Concha (2 Grain Oz Equivalent) | 131,000 | ea | | | | | | | |
| 50% whole grain Baked White Whole Grain Wheat Flour Sliced Parisian Baggette, 3 oz. roll (2 Grain Oz Equivalent) | 15,000 | ea | | | | | | | |

No additives or preservatives or artificial ingredients (See Appendix A: Undesirable Ingredients List)