



MT. DIABLO UNIFIED SCHOOL DISTRICT
PURCHASING / WAREHOUSE DEPARTMENT
 2326 BISSO LANE
 CONCORD, CALIFORNIA 94520
 FAX: (925) 687-5044 (925) 825-7440

PURCHASE ORDER NO.

220502

DATE 07/16/21

VENDOR: SA PIAZZA & ASSOCIATES LLC
 P.O. BOX 1603
 CLACKAMAS, OR 97015

DELIVER TO: MT DIABLO UNIFIED SCHOOL DISTRICT
 FOOD SERVICES DEPT
 2330 BISSO LANE
 CONCORD, CA 94520

| | | | | |
|--|--------------------------|------------------------|------------------------------|--------------------------------|
| Req. # R124050 | Vendor # 064359 | Ship Via DESTINATIO | Department / Site S010009 | Requisitioner MACHI, WATERS |
| Confirming <input type="checkbox"/> yes <input type="checkbox"/> no | Buyer CAROLANN IANORA | Extension # | Terms of Payment NET 30 | Date Required 07/01/21 |

| ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|------|----------|------|--|------------|----------------|
| 01 | 1 | LOT | <p>NEW VENDOR USING DIRECT SHIPMENT TO FOOD WAREHOUSE WE HAVE USED VENDOR FOR OVER 10 YEARS THROUGH A DISTRIBUTOR</p> <p>BREAKFAST PIZZA, CHEESE BITES AND OTHER FOOD ITEMS, OPEN ORDER PURCHASE OF COMMODITY PROCESSED, CLEAN LABEL BREAKFAST PIZZA, CHEESE BITES AND OTHER ITEMS AS NEEDED FOR THE SCHOOL MEAL PROGRAMS.</p> <p>EFFECTIVE: JULY 1, 2021 - JUNE 30, 2022</p> <p>NOT TO EXCEED: \$24,000.00</p> <p>NOTES TO VENDOR: *DEPARTMENT TO UTILIZE AS NEEDED *AUTHORIZED USERS: DEBORAH WATERS, PAULA ONOFRIO, DOMINIC MACHI *QUESTIONS CONTACT: DEBORAH WATERS, WATERSD@MDUSD.ORG 925-682-8000 EXT.3786</p> | 24,000.00 | 24,000.00 |
| | | | | Tax | 0.00 |
| | | | | TOTAL | 24,000.00 |

| ACCOUNT NO. | AMOUNT |
|----------------|-----------|
| 509611047 9341 | 19,200.00 |
| 509611847 9341 | 4,800.00 |

APPROVAL:

Superintendent

Date

SEND INVOICE TO: MT. DIABLO UNIFIED SCHOOL DISTRICT
 FISCAL SERVICE DEPARTMENT
 1936 CARLOTTA DRIVE
 CONCORD, CALIFORNIA 94519

TERMS AND CONDITIONS

1. NO SUBSTITUTIONS accepted without approval of the Buyer.
2. Prices must be F.O.B. destination. DO NOT SHIP COLLECT.
3. Mt. Diablo Unified School District (MDUSD) is EXEMPT from payment of FEDERAL EXCISE TAX under Chapter 32.IRS Code. Federal Tax ID #68-0091157. Items are for the exclusive use of MDUSD and not for resale.
4. MAIL invoices in duplicate to: Fiscal Services Department, Accounts Payable, 1936 Carlotta Drive, Concord CA 94519. The purchase order number must appear on all packages, invoices and correspondence.
5. The seller assumes all risks in connection with the merchandise ordered until delivery to MDUSD as specified and accepted by MDUSD.
6. Merchandise is subject to inspection and test by MDUSD at the place of destination. If any merchandise is found at any time to be defective or nonconforming, MDUSD, in addition to all other rights, shall have the right, in whole or in part, to reject and return the merchandise at seller's expense and to receive full credit for it, or to require its replacement without additional cost to MDUSD.
7. Provider shall defend, indemnify, and hold harmless MDUSD, its officers, officials, employees, agents, and volunteers from and against all claims, damages, losses, and expenses, herein, caused in whole or in part by any negligent act or omission of the consultant, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the negligence of MDUSD.
8. MDUSD may terminate this agreement and be relieved of the payment for any consideration if the contractor fails to perform the terms of this contract at the time and in the manner required. In the event of such termination, MDUSD may proceed with the work in any manner deemed proper by MDUSD. The cost to MDUSD shall be deducted from any sum due the contractor under this agreement, and the balance, if any, shall be paid to the contractor upon demand.
9. All materials by purchase order and/or contract must comply with all federal, CAL-OSHA, and local safety rules and regulations. A MSDS is required on items designated by OSHA as hazardous materials
10. The billing terms/cash discount available to the buyer shall begin on the date of acceptance of the merchandise or on the date of receipt of invoice, whichever is later.
11. Every publisher or manufacturer of instructional materials shall comply with Education Code Sections 60060 ET Seq.
12. Items furnished must comply with all applicable laws, regulations and requirements of responsible governmental agencies pertaining to their use in schools.

Additional Terms for Service Contracts

1. Services by Provider: Provider shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.
2. Independent Parties: Provider and its employees are independent contractors and not employees of MDUSD. Provider is responsible for any required payments on behalf of its insurance or other benefits.
3. Permits & License Compliance: Provider shall maintain all appropriate permits, licenses and certificates that may be required under this contract. Provider shall comply with all federal, state, and local law in its performance under this contract.
4. Termination: If provider fails to perform at the time and in the manner required by this contract, MDUSD may terminate the contract by giving written notice to provider and paying the reasonable and proportionate amount for services already provided.
5. Reports: Every document prepared under this contract is the exclusive property of MDUSD. No information prepared under this contract may be made available to any individual or organization without MDUSD's prior approval.
6. Hold Harmless: Provider shall indemnify and hold harmless MDUSD, its officers, employees, agents, and volunteers from and against all claims, damages, losses, and expenses, herein caused in whole or in part by any negligent act or omission of the consultant, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except where caused by the negligence of MDUSD.
7. Insurance: Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the provider, its agents, representatives, or employees.

| Coverage Required | Limits per Occurrence | Scope-as Broad |
|-----------------------------------|-----------------------|----------------|
| General Liability | \$1,000,000.00 | As CG001 |
| Automobile Liability | \$1,000,000.00 | As ISO-CA001 |
| Worker's Comp/Employers Liability | \$1,000,000.00 | As req. by CA |

The General Liability and Auto Liability policies are to contain or be endorsed to name MDUSD, its officers, officials, employees, and volunteers as additional insureds respects liability arising out of the activities performed in connection with this contract. The Contractor's coverage shall be primary and shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability. Contractor shall furnish MDUSD original Certificates of Insurance and endorsements (affecting coverage required by this clause) signed by a person authorized to bind coverage on its behalf. Insurance is to be placed with insurers with a current AM Best rating of not less than A: VII the endorsements are to be received and approved by MDUSD before work commences:

8. Miscellaneous Provisions:
 - a. Waiver – MDUSD's waiver of a breach of term is not deemed a waiver of any subsequent breach of the same term.
 - b. Cost of Litigation – If legal action is necessary to enforce this contract, the prevailing party is entitled to receive all costs and expenses including reasonable attorney's fees and costs of arbitration or litigation.
 - c. Entire Contract - This is the entire contract. Any modification must be in writing and signed by all parties.

Special Instructions to Vendor

1. MDUSD will not be responsible for payment of invoice if vendor ships this order to any address other than the "Ship To" address at the right unless the "Ship To" is changed by an official "Purchase Order Change Notice" document issued by the Purchasing Department.
2. Packing slip must accompany each delivery showing purchase order number, catalog number, serial number, description, and MDUSD stock number if applicable.
3. No changes without written authorization from the Purchasing Department.
4. Vendor shall include all applicable warranties.