



• UNION SCHOOL DISTRICT •

RFP 2223-02
REQUEST FOR PROPOSALS
for
CHILD NUTRITION SERVICES (CNS) FRESH PRODUCE

Submittal Due on or Before:

April 10, 2023 at 2:00:00 PM

Del Mar Union School District
Business Support Services
11232 El Camino Real, Ste. 100
San Diego, CA 92130
Attention: Marley Nelms

Any questions related to this solicitation should be directed to:

Marley Nelms, Director of Business Support Services

mnelms@dmusd.org

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NOTICE OF REQUEST FOR PROPOSALS (RFP)

NOTICE IS HEREBY GIVEN that the Del Mar Union School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive on or before **2:00:00 PM PST on Monday, April 10, 2023**, sealed proposals for the award of contract for the following:

Request for Proposals RFP 2223-02 Child Nutrition Services (CNS) Fresh Produce

Such proposals shall be received in the District Office of Del Mar Union School District, Business Support Services Department, Attn: Marley Nelms, 11232 El Camino Real, Ste. 100, San Diego, CA 92130 and shall be opened at the stated time and place.

All requests for interpretation of proposal documents must be in writing and emailed to mnelms@dmusd.org. **Questions are due no later than 2:00:00 PM on Monday, March 27, 2023.** No other questions or requests for information will be accepted after this time and date. All addenda and clarifications will be posted online at <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities> by Thursday, March 30, 2023.

Each proposal must conform and be responsive to this Notice, the Proposal Instructions and Conditions, and all other documents related to this solicitation.

RFP documents are available online from Del Mar Union School District's website, Business Support Services: <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities>. Proposers shall be responsible for monitoring the website to obtain information regarding any revisions for this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

The District reserves the right to reject any or all proposals, to accept or reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposals or in the bidding.

No proposer may withdraw their proposal for a period of sixty (60) days after the date set for the opening of the proposals.

RFP 2223-02 CNS FRESH PRODUCE- KEY EVENTS SCHEDULE

KEY EVENTS	DATE
RFP POSTING AND OFFICIAL NOTICE	March 15, 2023
DEADLINE FOR WRITTEN QUESTIONS, NO LATER THAN 2:00:00 PM	March 27, 2023
DISTRICT DEADLINE FOR RESPONDING TO QUESTIONS AND FINAL ADDENDUM POSTED	March 30, 2023
PROPOSAL SUBMITTAL DUE DATE AT 2:00:00 PM	April 10, 2023
DMUSD BOARD APPROVAL (ESTIMATE ONLY)*	April 26, 2023
CONTRACT TERM BEGINS	July 1, 2023

*Subject to District discretion

PROPOSAL INSTRUCTIONS AND CONDITIONS

1. **SECURING DOCUMENTS:** Specifications and all other solicitation documents will be available online to maximize fair and open competition at <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities>.
2. **ETHICS:** DMUSD expects respondents to maintain high ethical standards throughout the competitive solicitation process. The proposal amount of one respondent shall not be disclosed to another respondent. DMUSD will consider any respondent found to be engaging in such practices to be a non-responsible proposer/bidder and may reject its proposal on that ground.
3. **RESTRICTIONS ON LOBBYING AND CONTACTS:** Respondents are instructed not to make personal contact with members of the School Board and/or District Administration. Attempts at contacting anyone other than contact indicated in this RFP may result in disqualification.

Any questions regarding this solicitation process should be directed to mnelms@dmusd.org. Questions must be received by March 27, 2023, 2:00 PM local time and must be submitted in writing. Responses to questions will be uploaded as an addendum on the district website at <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities>.

Only questions answered by formal written addenda will be binding.

4. **SUBMITTING PROPOSALS:** Proposal must be received in the Business Support Services Department at Del Mar Union School District, located at 11232 El Camino Real, Ste. 100, Attn: Business Support Services, San Diego, CA 92130, by the time prescribed in the Request for Proposal (RFP). All proposals shall be enclosed in a sealed envelope bearing the name of the proposer, RFP date and RFP number. Proposals received will be time stamped according to the Del Mar Union School District Office clock. All proposals received after the stated due date and time will be returned, unopened to the proposing vendor.
5. **NUMBER OF COPIES:** Each vendor must **submit three (3) hardcopies and one (1) electronic copy on a flash drive of its proposal to the District**. Hard copy must have a wet signature. Faxed or emailed responses will not be accepted.
6. **PREPARATION OF PROPOSAL:** Prices shall be stated in units specified. The District will not be responsible for errors in extensions. The right is reserved to reject any and/or all proposals; to waive any irregularities or informalities in any proposal; and to accept or reject any items in the proposal. The term "proposal" shall also mean bid, quotation, and offer.

Proposers should provide a pricing quote on all items appearing in the Item List and Price Form. Proposers may opt-out of providing a quote for no more than five (5) items on the Item List and Price Form. Proposers shall insert "0" in the Unit/Pack Price and Price Extension Columns for items a quote is not provided for. Price will be evaluated for like items for all proposers.

Respondents shall be solely responsible for examining the RFP Documents, including any addenda issued during the bidding period. Failure of respondent to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

Proposal should clearly state method of delivering produce on time, safely, and using high quality produce.

Proposing vendors are instructed to download the Excel version of the Item List and Pricing Form at <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities>., complete the form in Excel format, and submit (1) the completed electronic file on the flash drive and (2) a final hardcopy, signed document with proposal.

7. **ERRORS AND OMISSIONS:** It shall be the responsibility of the proposing vendor to acquaint themselves with the contract documents before submitting a proposal. The proposer shall assume full liability for any errors or omissions in its proposal.
8. **WITHDRAWAL OF PROPOSALS:** Any proposing vendor may withdraw their proposal at any time prior to the scheduled time for proposal opening. Withdrawal request must be in writing and submitted to mnelms@dmusd.org. No proposer may withdraw their proposal for a period of sixty (60) days after the date set for proposal opening. A successful proposer shall not be relieved of the proposal submitted without the DMUSD's consent or proposer's recourse to Public Contract Code Sections 5100 et. seq.
9. **TIE PROPOSALS:** When proposals are scored equally according to the RFP 2223-02 scoring rubric, the District will determine which proposal will be accepted pursuant to California Public Contract Code Section 20117.
10. **ADDENDA:** Any Addenda issued by DMUSD during the time of solicitation shall be posted online at <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities> and incorporated into contract documents. Proposers shall be responsible for monitoring the website to obtain information regarding any revisions for this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.
11. **INTERPRETATION OF PROPOSAL DOCUMENTS:** If a proposing vendor is in doubt as to the true meaning of any part of the contract documents or finds discrepancies in, or omissions from the specifications or terms, he or she may submit to a written request for interpretation or correction thereof. Any interpretation will be made only by written addendum. Interpretation will be posted online as an addendum at <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities> on Thursday, March 30, 2023 no later than 4:00 PM. No oral interpretation will be provided to any proposing vendor.
12. **SAMPLES AND TESTING:** Samples of items, if required, shall be furnished free of expense to the Bid Administrator and may be retained for the purpose of comparing against material delivered by the successful proposer. The final decision as to whether the product is the equal to that specified shall be made by the Bid Administrator.
 - i. Delivery location for samples is Del Mar Union School District Office, c/o DMUSD Samples for RFP No 2324-01, 11232 El Camino Real, Ste. 100, San Diego, CA 92130
 - ii. Samples will be returned upon request at proposing vendor expense if not destroyed by testing.
13. **NUTRIENT ANALYSIS:** For any packaged fresh produce item as indicated on the Item List, proposing vendor shall provide a complete nutrient analysis of product with proposal documents.

14. **ESTIMATED USAGE QUANTITIES:** DMUSD anticipates procurement quantity based on historical data and participation forecasts. DMUSD does not guarantee orders in these amounts nor shall DMUSD be required to limit its orders to only those amounts or items. This is an indefinite quantity proposal. Order minimums and minimum delivery schedules are outlined in this solicitation document.
15. **METHOD OF AWARD:** Pursuant to Section 200.320 of Title 2 of the Code of Federal Regulations, the award of the contract, if made by the DMUSD, will be to the responsive and responsible proposer whose proposal has been determined to be the most advantageous to the DMUSD with price and other factors considered. Proposers are responsible for providing all materials to meet specifications as presented unless otherwise outlined within this RFP.
- Award shall be based on the highest number of points given during the evaluation process based on the weighted factors indicated in the RFP Scoring Rubric included in this RFP. The decision resulting from the evaluation process as to which proposal best meets the needs of the DMUSD remains the sole responsibility of the District and is final.
- Scoring metrics are provided on page 33 of this RFP.
16. **MULTIPLE AWARDS:** The District intends to award one contract for this RFP. However, the District reserves the right to award this contract to multiple vendors.

END OF PROPOSAL INSTRUCTIONS AND CONDITIONS

RFP 2223-02 PROPOSAL CHECKLIST AND SIGNATURE PAGE

Proposal recipient: Del Mar Union School District, acting by and through its Governing Board, hereafter called DMUSD.

1. I, the undersigned representative of proposing vendor, have thoroughly familiarized myself with the terms, conditions, and requirements of this solicitation document. I have received all contract documents including addenda numbers ____, ____, and ____ as provided on the Del Mar Union School District website at <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities>
2. I understand that DMUSD reserves the right to reject this proposal in whole or in part; to waive informalities in the proposals or bidding; and that this proposal shall remain open and not be withdrawn for a period of sixty (60) days from the proposal opening date and time for this proposal.
3. Upon award, the successful proposing vendor(s) will be required to deliver all terms and conditions outlined in RFP 2223-02 for the duration of July 1, 2023 to June 30, 2024, with the possible renewal of two (2) additional one (1) year terms for a total maximum length of up to three (3) years.
4. I have read, completed, and certified all required documents in this solicitation. I understand this solicitation is subject to public record requests upon opening at specified proposal opening date and time per California Government Code 6250-6270.
 - a. Excluded sections are _____
5. I have completed and included the following attachments:

	Attachment A: Contractor Certificate Regarding Worker's Compensation
	Attachment B: Contractor Certificate Regarding Drug-Free Workplace
	Attachment C: Certificate of Independent Price Determination
	Attachment D: Certification of Employee Background
	Attachment E: Contractor Certificate of Compliance Regarding Lobbying Disclosure of Lobbying Activities, Form SF-LLL (If applicable)
	Attachment F: Contractor Certificate of Compliance Regarding Suspension and Debarment
	Attachment G: Equal Opportunity Employment Certification
	Attachment H: Buy American Form
	Attachment I: School District References
	Attachment J: Vendor Questionnaire
	Attachment K: HACCP and Food Safety Protocols
	Item List and Pricing Form (Completed)

	Nutrient analysis for pre-packaged, individually wrapped products listed on RFP Item List
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I, _____, the _____ of the bidding vendor, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidding vendor in connection with this solicitation document and all of the representations and information provided herein are true and correct.

Executed on this ____ day of _____ at _____ County, California

By: _____
Signature of Bidding Vendor Representative

Legal Name of Bidding Vendor

Vendor Mailing Address

By: _____
Representative Printed Name

Vendor City, State, Zip Code

Representative Title

E-mail for order entry or ordering portal URL

Representative E-mail Address

Vendor Phone Number

NOTE: If Bidding vendor is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidding vendor is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidding vendor is an individual, his/her signature shall be placed above.

END OF PROPOSAL CHECKLIST AND SIGNATURE PAGE

CONTRACT TERMS AND CONDITIONS

1. **CONTRACT DURATION:** Contract will commence July 1, 2023 and end June 30, 2024, with the possible renewal of two (2) additional one (1) year terms for a total maximum length of up to three (3) years.
2. **AUDITS AND INSPECTIONS:** The successful proposer shall submit to third party audits and/or inspections initiated by the DMUSD during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing, and billing. Successful vendor must take steps to correct finding identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.
3. **LEGAL REQUIREMENTS:** All vendors are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.
4. **PERMITS/LICENSES.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits, and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.
5. **IRS REQUIREMENTS:** DMUSD views proposing/bidding vendors as independent contractors. Awarded vendor(s) must supply each member district with a complete IRS Form W-9. Service persons providing products under this contract are considered employees of the vendor(s).
6. **INSURANCE:** On or before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the District, the insurance specified below with insurers and under forms of insurance satisfactory in all respects to the District. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. Insurance required herein shall be provided by Admitted Insurers in good standing with the State of California and having a minimum Best's Guide Rating of A- Class VII or better.
 - 6.1 **Comprehensive General Liability**

Throughout the term of this Agreement, Consultant shall maintain in full force and effect Comprehensive General Liability coverage in an amount not less than one million dollars per occurrence (\$1,000,000.00), combined single limit coverage for risks associated with the work contemplated by this agreement. For Commercial General Liability Insurance submittal of a standard ISO CG 00 01 occurrence form, is required that includes operations, products and completed operations and contractual liability with limits not less than \$1,000,000.00 per occurrence, \$2,000,000 General Aggregate and \$50,000 Products –Completed Operations Aggregate for bodily injury, personal injury, and property damage.

The Commercial General Liability Coverage shall include the following endorsements:

- Aggregate Limit Per Location endorsement;
- The District, its Board, officers, agents and employees shall be included as Additional Insureds using ISO Additional Insured endorsements CG 20 10 and CG 20 37 or a blanket additional

insured endorsement applicable “when required by written contract or agreement”;

6.2 Automobile Liability

Throughout the term of this Agreement, Consultant shall maintain in full force and effect Automobile Liability coverage, including owned, hired and non-owned automobiles in an amount not less than one million dollars per occurrence (\$1,000,000.00).

6.3 Worker's Compensation

If Consultant intends to employ employees to perform services under this Agreement, Consultant shall obtain and maintain, during the term of this Agreement, Worker's Compensation Employer's Liability Insurance in the statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.

6.4 Proof of Insurance Requirements/Endorsement

Prior to beginning any work under this Agreement, Vendor shall furnish the District with original certificates of insurance and amendatory endorsements effecting coverage required by this Agreement and indicating a thirty (30) day cancellation notice or notice of reduction in coverage. The coverage shall contain no special limitations on the scope of protection afforded District, its officers, employees, agents, or volunteers.

- 7. PRODUCE SPECIFICATIONS AND CONDITION:** All produce shall be delivered as fresh as possible. All suppliers shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county and city laws and ordinances for their production handling, processing, marking and labeling. All prepared produce products must be prepared without the use of sulfating agents.

In accordance with “Buy America” and “Buy California”, every effort will be made to provide first 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. Produce certified free from pesticide residues is preferred when available and competitively priced.

- 8. PACKAGING:** Packages shall be so construed as to ensure safe and sanitary transportation to the point of delivery. Damaged containers may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for product or delivery. All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Cases or product shall be clearly and legibly labeled with product name, code, weight, and count. All costs for containers shall be borne by the vendor.
- 9. PRICING:** All fresh produce price quotations will be based on a cost-plus formula. The cost-plus formula will consist of actual costs plus a percentage figure markup, which represents the percentage that will be charged above the actual costs. Contract prices awarded as a result of this price request shall remain firm for the contract period. Any changes (up or down) in price must be announced to the Child Nutrition Services Director 30 days preceding the effective price change. This District reserves the right to request verification of any change in prices. The

price per unit percentage markup must remain firm for the full contract period. In the event of a price change effective between the opening date of the RFP and the inception date of the contract, the successful vendor shall reflect any decrease and may reflect any increase at the beginning of the contract.

10. **ORDERING:** The District prefers to place orders online and receive an email confirmation, however, if an order needs to be placed manually with the delivery driver or over the telephone, a written copy of the order must be left with the person in charge at the Central Kitchen or a follow up email confirmation must be received. The District reserves the right to add, remove or delete product based on school needs. **Only vendors with no minimum order requirements will be considered for award. The District will make every effort to ensure orders are at least \$250.00 each.**
11. **SUBSTITUTIONS:** Substitutions in quality or quantity must receive prior approval from the Child Nutrition Services Department to qualify for payment.
12. **DELIVERY:** The District reserves the right to make additions to, or deletions from, the list of delivery locations 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 a single direct delivery to the Del Mar Union School District Child Nutrition Services Department Central Kitchen at: 6631 Solterra Vista Pkwy, San Diego, CA 92130. The District requires one delivery per week, with the option of one additional day due to storage limitations or volume purchases. Deliveries shall be made utilizing refrigerated trucks. All deliveries shall occur between the hours of 7:00 a.m. and 11:30a.m.** Dark drops will not be accepted unless mutually agreed upon by both parties. If a scheduled delivery day is a holiday, deliveries will occur on the next business day after the holiday or on a mutually agreed upon alternate delivery day. Delivery vehicles are to be cleaned on a regular basis, free of excessive dirt and debris and clearly labeled with the name of the vendor.

All deliveries are to be placed into the designated storage/cooler area, at the delivery site, by the delivery driver. Delivery schedule is to be pre-scheduled to coincide with school and existing route flow for responder's best reduction of expenses, mileage, and time.

All deliveries must be accompanied by an invoice. Invoice is to include, for each item: item identification, unit price, price extension and total price of delivery. Sufficient time must be allowed at time of delivery for adequate inspection of product, not only for quantity, but also quality of product. Invoice will be signed only after inspection of product. The District reserves the right to reject products delivered in error, not delivered according to specifications, of sub-standard quality or unusable due to code date.

The District will not pay shipping and handling charges, nor shall the District pay for any fuel surcharges. Additionally, all prices offered by bidders, must include on site off loading and inside delivery.

13. **SAFETY AND SANITATION:** District Child Nutrition Services staff will receive only product that meets all local, state, and federal health and food safety requirements. To ascertain compliance with these requirements, district Nutrition Services staff may:
 - a. Inspect delivery vehicle for any sign of contamination
 - b. Check all expiration and "best if used by" dates
 - c. Use thermometers to check temperatures
 - d. Reject any physically damaged or leaking product(s)

- e. Accept product only at standardized acceptable temperature ranges. Reference guidelines are available at www.foodsafety.gov

- 14. **LIQUIDATED DAMAGES:** In the event that the vendor fails to deliver the ordered products by the time specified in the contract, the District may impose a late delivery penalty charge of no more than 5% per day of order total. This penalty shall be taken as a credit against vendor's invoice to the district. **Should late delivery(ies) impact a district's ability to obtain federal and/or state reimbursement for meals because product was not delivered on time, the district shall have the right to charge vendor the full value of lost revenue.**

If the successful proposer/bidder fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful proposer/bidder.

- 15. **DE-ESCALATION:** If awarded vendor wishes to reduce the price of an item(s), the District reserves the right to accept the price reduction immediately.
- 16. **LATE FEES:** Refer to Item 14: LIQUIDATED DAMAGES.
- 17. **PRODUCT RECALL:** In the event a product is recalled, vendor will immediately notify the Nutrition Services Director. Vendor will be responsible to pick up the product and replace or credit recalled item(s) at the district's discretion.
- 18. **MONTHLY USAGE REPORTS:** The awarded vendor will supply monthly usage report or make available to the District upon request.
- 19. **BONDING:** All drivers must be bonded. Keys and alarm codes will be provided to drivers as needed for the completion of services related to this contract.
- 20. **CRIMINAL-HISTORY BACKGROUND CHECKS:** Education Code section 45125.1, subdivision (a), requires that entities under contract with the District shall ensure that each employee who interacts with a student outside the immediate supervision and control of the student's parent or guardian, or of a District employee, shall have a valid criminal records summary as described in Education Code section 44237. Education Code section 45125.1, subdivision (c), authorizes the District to require compliance with the foregoing requirements with respect to employees in addition to those within the scope of Education Code section 45125.1, subdivision (a). Therefore, the Consultant and its Sub-Consultants shall comply in all respects with the requirements of Education Code section 45125.1. To the greatest extent permitted by law, the District may impose other requirement designed to protect students in connection with the performance of the Scope of Services. Any Consultant that is a sole proprietor shall have an immediate and affirmative duty to inform the District of such status so as to allow the District to comply with Education Code section 45125.1.
- 21. **DRUG AND ALCOHOL-FREE WORKPLACE AND TOBACCO FREE SCHOOLS:** Vendor acknowledges that the District is a drug and alcohol-free workplace and tobacco free schools. Vendor shall be responsible to ensure that tobacco products, drugs, and alcohol will not be used by Vendor or any of Vendor's employees, agents, representatives, or volunteers on District property. The District may terminate this Agreement and/or remove Vendor or any of Vendor's

employees, agents, representative, or volunteers and other persons on District property for use of tobacco products, drugs, or alcohol.

22. **INDEPENDENT CONTRACTOR:** It is agreed that Vendor shall act and be an independent contractor and not an agent or employee of District and shall obtain no rights to benefits which accrue to District's employees.
23. **LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT:** Vendor shall not contract with any other entity to perform the services required herein without written approval of the District. This Agreement may not be assigned, voluntarily or by operation of law, without the prior written approval of the District. If Vendor is permitted to subcontract any part of this Agreement by District, Vendor shall be responsible to District for the acts and omissions of its subcontractor as it is for persons directly employed by it. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and District. All persons engaged in the work will be considered employees of Vendor. District will deal directly with and will make all payments to Vendor. Vendor shall be responsible for paying its employees, agents, and/or subcontractors for any and all work performed under this Agreement.
24. **EXECUTION OF CONTRACT:** The contract award will be made by the Governing Board of DMUSD and will be communicated to awarded vendor(s) no later than April 27, 2023. A letter will then be provided by DMUSD officially notifying awardee(s) of contract.
25. **AWARD OF CONTRACT:** Pursuant to Section 200.320 of Title 2 of the Code of Federal Regulations, the award of the contract, if made by the District, will be to the responsive and responsible proposer whose proposal has been determined to be the most advantageous to the District with price and other factors considered. Proposers are responsible for providing all materials to meet specifications as presented unless otherwise outlined within this RFP.

Award shall be based on the highest number of points given during the evaluation process based on the weighted factors indicated in the RFP Scoring Rubric included in this RFP. The decision resulting from the evaluation process as to which proposal best meets the needs of the District remains the sole responsibility of the DMUSD and is final.

The District reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the District. The District reserves the right to reject any one or all proposals, to waive any informality in the proposals, to judge the merit and qualification of the products and services offered and is in the best interest of the District.

The District makes no representation that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The District shall, in no event, be responsible for the cost of preparing any proposal in response to this solicitation. The awarding of this contract, in whole or in part, is at the sole discretion of the District.

26. **INVOICES/PAYMENT TERMS:** Invoices will be furnished monthly and will include delivery site, product name, quantity ordered, quantity delivered, unit size, and unit price. Invoices will be sent directly to the District and should be sent by the 10th of the month following the month of purchase. Payment will be made on a Net-30 basis. Invoices to be emailed to ap@dmusd.org.
27. **CREDIT MEMOS:** The successful vendor's delivery driver shall provide a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a

return or reorder. A copy of this credit, priced and extended, shall be provided with the corresponding monthly invoice.

28. **SAFETY AND SECURITY:** The successful vendor shall comply with each district's security regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (CalCode).

Vendor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session.

29. **COMPLIANCE WITH APPLICABLE LAWS:** All products and services furnished must comply with all Federal, State, and Local laws, rules, regulations, and ordinances.
30. **FEDERAL NONDISCRIMINATION STATEMENT:** 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 (including gender identify and sexual orientation), disability, age, or reprisal 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 proposal and contract information should contact the Agency where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through Federal Relay Service at 800-877-8339. Additionally, information may be made available in languages other than English. To file a complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) found online at the Filing a Discrimination Complaint as a USDA Customer Web page 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 at U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Ave SW, Washington, DC 20250-9410. To send by email: program.intake@usda.gov. USDA is an equal opportunity provider.

31. **ADMINISTRATOR OF CONTRACT.** This Contract shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: Director of Business Support Services, Del Mar Union School District, 11232 El Camino Real, Ste. 100, San Diego, CA 92130.

For Contractor: _____

32. **NOTICE.** All notices or demands to be given under this Contract by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices, or demands may be given by either party

may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Contract, the addresses of the parties are as set forth above.

33. **SUCCESSORS:** All terms of this Contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
34. **GOVERNING LAW AND VENUE:** In the event of litigation, the RFP documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.
35. **TERMINATION CLAUSE:** District may at any time, with or without reason, terminate the Contract and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than thirty (30) days after the day of mailing, whichever is sooner.

District may terminate this Contract upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Contract by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; (c) or if Contractor is adjudged a bankrupt, and Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate, and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Contract shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than thirty (30) days after the day of mailing, whichever is sooner.

36. **FORCE MAJEURE:** In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
37. **PIGGYBACKING:** This request for proposal is not available for piggyback.

END OF CONTRACT TERMS AND CONDITIONS

Attachment A: Contractor Certificate Regarding Worker's Compensation

Labor Code Section 3700

"Every employer except the State and all political subdivision or institutions thereof, shall accrue the payment of compensation in one or more of the following ways:

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this contract.

Bidding Vendor

Signature of Authorized Representative

Date

In accordance with Article 5 commencing at Section 1860, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

Attachment B: Contractor Certificate Regarding Drug-Free Workplace

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1. the dangers of drug abuse in the workplace;
 - 2. the person's or organization's policy of maintaining a drug-free workplace;
 - 3. the availability of drug counseling, rehabilitation, and employee assistance programs;
 - 4. the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

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

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

Bidding Vendor

Signature of Authorized Representative

Date

Attachment C: Certificate of Independent Price Determination
Public Contract Code section 7106

I, _____ declare as follows:

(Representative Name)

That I am the _____ of _____
(Representative Title) (Bidding Vendor)

that is submitting the attached 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 this proposal are true, and, further, that the bidder has not, directly or indirectly, submitted his 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.

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

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

Executed the ____ day of _____, 20____, at _____
_____. (city, state)

Signature of Bidding Vendor Representative

Attachment D: Certification of Employee Background
Concerning Department of Justice (DOJ) Fingerprint and Criminal Background
Investigation Requirements of Education Code (EC) Section 45125.1 *et seq.*

To: Del Mar Union School District
Attn: Marley Nelms
11232 El Camino Real
San Diego, California 92130
Email: _____

Vendor: _____
Attn: _____
Address : _____
City, State, Zip Code: _____
Email: _____

With respect to the ☐ Agreement ☐ Proposal dated _____ between the **Del Mar Union School District**
("**District**") and the individual, company, or contractor named above ("**Vendor**") for provision
of _____ services.

Please check all appropriate boxes and sign below:

REQUIREMENTS SATISFIED

- ☐ A) The Vendor certifies to the District that it has completed the criminal background check requirements of EC 45125.1 and that none of its employees that may come into contact with, or interact with, District students have been convicted of a felony.
ORI # _____

List or attach names of all employees that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

Employee	Employee	Employee

WAIVER REQUEST

- ☐ B) **FOR CONSTRUCTION OR REPAIR CONTRACTS ONLY.** The Vendor seeks a waiver of the DOJ fingerprint & criminal background investigation permitted by EC section 45125.1. Vendor acknowledges that the District may approve or reject any waiver request in its sole discretion. Vendor and its employees will have more than LIMITED CONTACT with pupils but will ensure that one (1) or more of the following are utilized to protect pupil safety. [EC 45125.2(a)].

Check all methods to be used:

- ☐ 1) Installation of a physical barrier at the worksite to limit contact with students.
- ☐ 2) Continual supervision and monitoring of all employees of the Vendor by an employee of the Vendor, who has complied with EC section 45125.1: _____ (employee name).

- ☐ C) **FOR ANY CONTRACT INCLUDING CONSTRUCTION OR REPAIR CONTRACTS.**

- ☐ 1) Surveillance of employees of the Vendor by school personnel: _____
(District employee name to be filled in by District).
- ☐ 2) The services provided by the Vendor are for an "emergency or exceptional situation" per EC 45125.1(b) or EC 45125.2(d).

I certify under penalty of perjury that the information contained in this Certification and any attachment is true and correct. I understand that it is Vendor's sole responsibility to provide the District with any subsequent arrest and conviction information it receives throughout the duration of the contract between the District and Vendor.

Print or type name and title of CERTIFYING AUTHORITY: _____

Signature of CERTIFYING AUTHORITY: _____ Date: _____

Attachment E: Contractor Certificate of Compliance Regarding Lobbying

California Department of Education

Procurement Resources Unit

PRU 12, Approved by OMB 0348-0046

December 2019

Attachment I: Certification Regarding Lobbying

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 any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. 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.

Bidding Vendor

Title of Authorized Representative

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

RFP 2223-02 CNS Fresh Produce
RFP Number and Name

Disclosure of Lobbying Activities, Form SF-LLL (If Applicable)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure). Instructions included on page 18.

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	1) Report Type: a. initial filing b. material change For material change only: Year _____ quarter ____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Instructions for completion of sf-LLL, disclosure of lobbying activities

This disclosure form shall be completed by the reporting entity, whether sub awardee 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 follow up 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 sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," 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. 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.
10. (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).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Attachment F: Contractor Certificate of Compliance Regarding Suspension and Debarment

California Department of Education
PRU 11

Nutrition Services Division
December 2019

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

A. The participant or respondent certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Bidding Vendor

Title of Authorized Representative

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

Contract Number and Name

Attachment G: Equal Opportunity Employment

Federal affirmative action regulations mandate the 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 Veteran's act flow down to all tiers of contractors.

This contractor 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 contractors 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.

CERTIFICATION

I as representative of _____ do hereby certify that _____
(Bidding Vendor) (Bidding Vendor)
Is an equal opportunity employer as defined in the Equal Opportunity Act.

Bidding Vendor

Signature of Authorized Representative

Date

Attachment H: Buy American Certification

Del Mar Union School District is to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the National School Lunch Act defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

I/we _____, certify
Vendor name

that only domestic commodity or food/beverage products will be supplied to Del Mar Union School District unless otherwise mutually agreed upon.

Signature

Date

(If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.)

Attachment I: References Form

Proposers must submit three (3) California school district references, one of which must be in San Diego County, that are current customers. Proposers, therefore, release the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the District regarding the vendor and/or vendor's performance of work.

Proposers are strongly advised to alert references of future contact from the Del Mar Union School District Business Support Services regarding this solicitation.

Name of School District:

Address:

Contact Name:

Contact's Email Address:

Contact's Phone Number:

Current Contract Start/End Date:

Name of School District:

Address:

Contact Name:

Contact's Email Address:

Contact's Phone Number:

Current Contract Start/End Date:

Name of School District:

Address:

Contact Name:

Contact's Email Address:

Contact's Phone Number:

Current Contract Start/End Date:

***Notes:**

1. All three (3) reference districts must be in California.
2. At least one (1) of the three (3) districts must be in San Diego County.

Attachment J: Vendor Questionnaire
RFP 2223-02

This questionnaire is intended to provide DMUSD with specific information regarding the proposing vendor's ability to provide products and services as described in this solicitation. **Questionnaire must be completed in its entirety.** Incomplete submissions may be deemed nonresponsive. Use additional pages as needed.

Vendor Name: _____ Contact Person: _____

Vendor website: _____ Contact Person Email: _____

- 1) Is your firm a small business, minority-owned, woman-owned or Disabled Veteran Business Enterprise? Yes _____ No _____ If yes, Vendor must submit documentation of qualification and a copy of certification with proposal.
- 2) How many years of experience does your firm have providing similar services to K-12 public agencies?

- 3) Have you had a service agreement terminated for convenience or default in the prior five (5) years? Yes _____ No _____ If yes, provide a complete list of school districts that have discontinued or terminated your firm's services and reasons why. Add additional pages as needed.

- 4) Please describe your procedure for notifying customers of shortages and/or substitutions.

- 5) Please describe your procedure for notifying customers of a product recall.

- 6) What is the cutoff time for orders prior to delivery? _____

- 7) Are orders able to be entered online? Yes _____ No _____

- 8) Please describe the reports available to your customers (i.e. monthly usage by site or by district, historical invoices, special requested items) How are customers able to access these?

- 9) Please describe how the District can access information about product origin and transparency regarding farm location. Do you have a Farm to School program? Please describe availability of locally grown produce.

-
- 10) If local farms are utilized, DMUSD would like to add to our marketing information about procured produce from local growers (within 250 miles). Describe how DMUSD could obtain information about the farm/grower, what is available from local growers, and when it is available. Is this information available online or communicated monthly?

-
-
-
- 11) Please describe why your firm is best suited to provide the products and services outlined in this solicitation.
-
-
-
-
-

END OF VENDOR QUESTIONNAIRE

Attachment K: HACCP and Food Safety Protocols

Food Safety: Food/beverage vendors shall be expected to comply with all Federal, State, and local mandates regarding food safety and are expected to have adequate controls in place to ensure the safety of the food/beverages provided.

Please provide information about your company's HACCP and food safety policies and procedures. (If you would like to attach any supporting documentation, please do so.):

Vendor name: _____

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

RFP 2223-02 Item List and Pricing Form

The District intends to award one Contract for the Scope of Services, as detailed in this RFP, to the most qualified Proposer. Proposer must bid on all items to be considered responsive. Proposers must quote prices FOB Destination to the delivery location designated by Del Mar Union School District for all transactions. All items proposed shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county/city laws and ordinances for their production, handling, processing, marketing, and labeling. Standard industry pack is to be provided.

Item #	Description	Unit/Pack	Estimated Annual Usage	Unit/Pack Price	Extended Price	Locally Grown in-state (Y or N)	Domestic Origin (Y or N)
1	Apple, Fuji (must meet ½ c fruit)	138-150/cs	60				
2	Apple, Granny Smith (must meet ½ c fruit)	138-150/cs	60				
3	Apple Slices, packaged in individual portion bag, non-commodity, must meet ½ c fruit	100/2 oz	1000				
4	Banana, full size (must meet ½ c fruit)	100/cs or 40 lbs	800				
5	Basil	Bunch	10				
6	Broccoli Florets	5#	50				
7	Blueberries	18 oz basket	50				
8	Cabbage, Shredded, Cole Slaw Mix	5#	25				
9	Carrots, baby, 2.6 oz minimum	100/cs	700				
10	Carrots, baby, slim	5#	50				
11	Carrot, shredded	5#	20				
12	Cauliflower, Florets	5#	25				
13	Celery, individual bags 3-4 Inch Sticks	5#	100				
14	Cilantro	Bunch	5				
15	Cucumbers, whole	6 pack	50				
16	Garlic, whole bulb	Each	5				
17	Ginger, whole	per lb	1				
18	Grapes, Lunch Bunch (must meet ½ c fruit)	150 ct	500				
19	Kiwi Fruit (must meet ½ c fruit)	20 lb or 108/cs	100				
20	Lettuce, Romaine, chopped	5#	50				
21	Lettuce, Butter, head, ORGANIC	12 ct or 6#/cs	5				
22	Lettuce, Spring Mix	5#	10				
23	Nectarines (must meet ½ c fruit)	100/cs or 25#	200				
24	Onions, Brown Jumbo	per lb	5				
25	Onion, Green	3 Bunch	5				
26	Onion, Red	per lb	5				

27	Orange, Navel (must meet ½ c fruit)	138/cs	350				
28	Peaches (must meet ½ c fruit)	100/cs or 25#	40				
29	Pears, any variety US#1 (must meet ½ c fruit)	100-150/cs or 44 lbs	40				
30	Peppers, Green Bell	3 pack	5				
31	Peppers, Jalapeno Chili	per lb	2				
32	Peppers, Red Bell	3 pack	5				
33	Peppers, Serrano Chili	per lb	2				
34	Peppers, Yellow Bell	3 pack	5				
35	Plums, any variety US #1 (must meet ½ c fruit)	28 lbs/cs	10				
36	Pluots (must meet ½ c fruit)	120/cs	50				
37	Spinach, cleaned, bagged, ORGANIC	2.5#	10				
38	Strawberries, Clamshell, ORGANIC	8/1#	1250				
39	Tangerine, large or jumbo (must meet ½ c fruit)	25#	150				
40	Tomatoes, Cherry	12 pint/flat	10				
41	Tomatoes, 5 x 6, ORGANIC	per lb	25				
42	Tomatoes, Grape	12 pint/flat	300				
43	Watermelon, Seedless	Each	10				
44	Salsa Fresca	4/1 gal	5				
45	Sugar Peas	per lb	10				
46	Apples, Red	138 ct	60				
47	Carrot/Broccoli, 1.79 oz	50/cs	50				
48	Carrot/Celery, 2.48 oz	50/cs	100				
49	Celery stick, 2.3 oz minimum	50/cs	50				
50	Celery, cut	per lb	25				
51	Coleslaw, Shredded 3-Way	per lb	50				
52	Cucumbers, 36ct	36/cs	25				
53	Jicama, stick	5#	20				
54	Lettuce, Romaine, 2 oz package	50/cs	100				
55	Limes	Each	50				
56	Onions, Diced 1/4"	5#	10				
57	Orange, sliced individual bag 4.7 oz or larger	50/cs	500				
58	Salad mix, Romaine, 2.6 oz ind. Bag	50/cs	200				
TOTAL							

Vendor Name: _____

Authorized Representative Signature

Authorized Representative Name

Date

RFP 2223-02 Scoring Rubric

Criterion	Possible Points
Price	40
Geographic Preference and availability of locally grown produce as indicated in Vendor Questionnaire	30
District References and Past Performance	10
Food Recall Protocol and HACCP Plan	10
Ability to place orders online	10
Total Possible Points	100

DMUSD CALENDAR

SCHOOL YEAR 2023-24



H = Holidays & Breaks
E = Extended School Year (ESY)
F = Full Day Schedule
M = Minimum Day/Early Dismissal
P = Parent Conferences

* = Employee Holiday
T = Teacher Work Day
Total Attendance Days: 180
Contracted Teacher Workdays: 185
() = Cumulative Days

2023-2024 Calendar

July 2023							August 2023							September 2023						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
2	3	4	5	6	7	8			1	2	3	4	5						1	2
			H*																	(15)
9	10	11	12	13	14	15	6	7	8	9	10	11	12	3	4	5	6	7	8	9
									T	T	T	T				H*		M		(16)
16	17	18	19	20	21	22	13	14	15	16	17	18	19	10	11	12	13	14	15	16
										M							M			(24)
23	24	25	26	27	28	29	20	21	22	23	24	25	26	17	18	19	20	21	22	23
										M							M			(25)
30	31						27	28	29	30	31			24	25	26	27	28	29	30
									M								M			(24)

October 2023							November 2023							December 2023						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2
																				(73)
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
											M									(78)
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
																	M			(83)
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
																	M			(87)
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
															31	H*	H	H	H	H*

January 2024							February 2024							March 2024						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
	1	2	3	4	5	6					1	2	3						1	2
																				(121)
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
																				(126)
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16
																				(131)
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23
																				(136)
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30
															31					(141)

April 2024							May 2024							June 2024						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
	1	2	3	4	5	6				1	2	3	4							1
																				(151)
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
																				(156)
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
																				(161)
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
																				(166)
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
															30					(171)

Holidays, Breaks, and Important Dates:

July 4 • Independence Day
August 14 • First Day for Students
September 4 • Labor Day
November 10 • Veterans Day Observed
November 20-24 • Thanksgiving Break
December 22 - January 5 • Winter Break

January 15 • Martin Luther King, Jr. Day
February 19-20 • Presidents' Days Observed
February 21 • In lieu of Admission Day
February 22-23 • Local Release Days
April 1-5 • Spring Break

May 27 • Memorial Day
May 31 • Last Day for Students (Early Dismissal)
May 31 • Last Day for Teachers
June 3 • Admissions Day
June 19 • Juneteenth

Student Days

Board Approved 2/14/23

DMUSD FRESH PRODUCE DELIVERY LOCATION
2023-2024

Delivery Location:

Del Mar Union School District

Child Nutrition Services Department Central Kitchen

6631 Solterra Vista Parkway

San Diego, CA 92130