



• UNION SCHOOL DISTRICT •

**RFP 2223-08**

**REQUEST FOR PROPOSALS**

**for**

**CHILD NUTRITION SERVICES (CNS)**

**FROZEN, REFRIGERATED, AND DRY GOODS DISTRIBUTION**

**Submittal Due on or Before:**

Wednesday, May 31, 2023 at 11:00:00 AM

**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](mailto:mnelms@dmusd.org)

Table of Contents

NOTICE OF REQUEST FOR PROPOSALS (RFP)..... 3

Request for Proposals RFP 2223-08..... 3

KEY EVENTS SCHEDULE ..... 4

INSTRUCTIONS AND CONDITIONS..... 5

END OF INSTRUCTIONS AND CONDITIONS ..... 10

RFP 2223-08 REQUIRED RFP DOCUMENTS CHECKLIST AND SIGNATURE PAGE ..... 11

END OF PROPOSAL CHECKLIST AND SIGNATURE PAGE ..... 12

CONTRACT TERMS AND CONDITIONS ..... 13

AGREEMENT..... 22

RFP PROPOSAL FORM..... 27

“NON-COLLUSION DECLARATION” ..... 28

Attachment A: Contractor Certificate Regarding Worker’s Compensation ..... 29

Attachment B: Contractor Certificate Regarding Drug-Free Workplace ..... 30

Attachment C: Certificate of Independent Price Determination ..... 31

Attachment D: Certification of Employee Background..... 32

Attachment E: Contractor Certificate of Compliance Regarding Lobbying ..... 33

Attachment F: Contractor Certificate of Compliance Regarding Suspension and Debarment..... 36

Attachment G: Equal Opportunity Employment ..... 37

Attachment H: Buy American Certification ..... 38

Attachment I: PRU-21 CHINA PROHIBITION CERTIFICATION..... 39

Attachment J: RFP 2223-08 PROPOSER CRITERIA FORM ..... 40

RFP 2223-08 BID FORM SPECIFICATIONS ..... 41

Attachment K: RFP 2223-08 RFP EVALUATION ..... 42

Attachment L: MARK-UP SECTION EVALUATION..... 43

DMUSD CALENDAR..... 44

## NOTICE OF REQUEST FOR PROPOSALS (RFP)

NOTICE IS HEREBY GIVEN that the Del Mar Union School District (DMUSD) of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive on or before **11:00:00 AM PST on Wednesday, May 31, 2023**, sealed proposals for the award of contract for the following:

### **Request for Proposals RFP 2223-08 Child Nutrition Services (CNS) Frozen, Refrigerated, and Dry Goods Distribution**

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](mailto:mnelms@dmusd.org). **Questions are due no later than 11:00:00 AM on Wednesday, May 24, 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, May 25, 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.

## KEY EVENTS SCHEDULE

KEY EVENTS	DATE
RFP POSTING AND OFFICIAL NOTICE	May 16, 2023
DEADLINE FOR WRITTEN QUESTIONS, NO LATER THAN 11:00:00 AM	May 24, 2023
DISTRICT DEADLINE FOR RESPONDING TO QUESTIONS AND FINAL ADDENDUM POSTED	May 25, 2023
PROPOSAL SUBMITTAL DUE DATE AT 11:00:00 AM	May 31, 2023
NOTICE OF INTENT TO AWARD CONTRACT	June 2, 2023
DMUSD BOARD APPROVAL (ESTIMATE ONLY)*	June 21, 2023
CONTRACT TERM BEGINS	July 1, 2023

\*Subject to District discretion

## INSTRUCTIONS AND CONDITIONS

No RFP proposal shall receive consideration by Del Mar Union School District (DMUSD) unless made in accordance with the following instructions:

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.
4. **PURPOSE OF THIS RFP:** The Del Mar Union School District Child Nutrition Services Department is seeking RFPs from qualified companies to procure and deliver frozen, refrigerated, dry, processed commodity and/or commercial food products to Del Mar Union School District Child Nutrition Services Department Central Kitchen at 6631 Solterra Vista Pkwy., San Diego, CA 92130. The RFP contract may be awarded to multiple vendors/distributors for the two categories listed within the Specification Market Basket. This RFP defines the program, the products and the services that are being sought from the Distributor and generally outlines the program requirements. The District's preference is to utilize the Super Co-Op Market Basket to offer the greatest variety of items for students. As such, the District would like to utilize commodity draw down to the greatest extent possible. Items within the "Market Basket" will be awarded based on the highest point value on the RFP Evaluation. Items NOT in the Specifications Market Basket or the Super Co-Op "Market Basket" will be awarded based on markup from the manufacturer's invoice pricing.
5. **PREPARATION OF PROPOSALS:** All proposal documents **must be submitted in ink or typewritten**. No pencil figures or erasures are permitted on any part of the RFP documents. If changes are to be requested, please list them on a separate sheet and submit as part of this RFP. Mistakes on proposal sheets may be crossed out and corrections inserted adjacent thereto and must be initials in ink by person signing the proposal form. No oral, telegraphic or telephone bids or modifications will be accepted. Distributors shall complete the RFP form. A proposer shall be deemed non-responsive if he/she fails to submit all required documents which include addenda issued during the process. The RFP pricing amount shall include all direct and indirect cost incidentals to providing the services described herein, such as fuel fees, licensee fee, bond fees, insurance, etc. **Signature on RFP must be in ink to be considered acceptable.**
6. **QUESTIONS/REQUEST FOR INFORMATION:** All questions and requests for interpretation of proposal documents and/or the solicitation process must be in writing and emailed to [mnelms@dmusd.org](mailto:mnelms@dmusd.org). **Questions are due no later than 11:00:00 AM on Wednesday, May 24, 2023.** No other questions or requests for information will be accepted after this time and date. Responses to questions will be uploaded as an addendum on the district website at <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities> by Thursday, May 25, 2023.

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

7. **EXECUTION OF AGREEMENT:** The awarded proposers/bidders(s) must sign and return a copy of the Agreement pages included in this RFP and must be returned to the District.
8. **IDENTIFICATION OF PROPOSER:** Each RFP must give the full business address of the proposer/bidder and must be signed by the proposer/bidder with his/her/their usual signature. RFPs by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, RFPs by corporations must be signed with legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be types or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid.
9. **EQUAL RFPs:** When RFPs are equal, contract shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.
10. **SUBMITTING PROPOSALS:** Proposal must be received in the Business Support Services Department at Del Mar Union School District, Business Support Services, located at **11232 El Camino Real, Ste. 100, Attn: Marley Nelms, 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. Hard copy must have a wet signature. Faxed or emailed responses will not be accepted.
11. **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](mailto: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.
12. **AWARD OF CONTRACT:** The Del Mar Union School District reserves the right to accept or to reject any proposals, or to waive any irregularities or informalities in the RFP process. The District shall not be obligated to accept the lowest cost proposal but will be evaluating with the intent of awarding to one or more responsible vendors/distributors which prove to be the most beneficial for the District.

**The RFP Evaluation will be awarded to one or more suppliers for items in the Specification Market Basket section as a line item. The mark-up section will be awarded to the lowest percentage mark-up submittal.** Market Basket details can be found at [www.super-coop.org](http://www.super-coop.org).

In addition to these cost factors, the District will also consider factors like location/accessibility, vendor's competency, discounts offered, delivery minimums and ability to comply with Super Co-op requirements which include commodity drawdown and use of Super Co-Op's "Market Basket" to determine supplier's viability to be awarded this contract. The District reserves the right to do a multiple-award, based on the listed factors, and to award this RFP in the manner which proves

to be in the best interest for the District.

13. **RFP PROTEST:** Any proposer submitting a proposal to the District may file a protest of the District's intent to award the contract provided that each and all of the following are complied with:

- (i) The RFP protest must be filed in writing;
- (ii) The RFP protest is filed and received by the District's Assistant Superintendent of Business Services within five (5) working days after receipt date of issuance of the District's Notice of Intent to Award the Contract; and
- (iii) The written RFP protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and creditable evidence. Failure to timely file a protest shall constitute a waiver of his/her right to protest the award of the contract.

Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District's Assistant Superintendent of Business Services or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the protest. Either, the District's Assistant Superintendent of Business Services or other individual designated by him/her shall provide the bidder submitting the protest with a written statement concurring with or denying the RFP protest.

The proposer/bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the proposer/bidder of the time for Board consideration of the contract award. The Board's decision shall be final. District's Board of Trustees will render a final determination and disposition of the protest by taking action to adopt, modify or reject the disposition of an RFP protest as reflected in the written statement of the District's Assistant Superintendent of Business Services or his/her designee. Action by the District's Board of Trustees relative to a protest shall be final and not subject to appeal or reconsideration by the District's Assistant Superintendent of Business Services any other employee or officer of the District or the District's Board of Trustees. The rendition of a written statement by the District's Assistant Superintendent of Business Services (or his/her designee) and action by the District's Board of Trustees to adopt, modify or reject the disposition of the RFP protest reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the RFP process, the District's intent to award the Contract, the District's disposition of an RFP protest or the District's decision to reject all Proposals. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

14. **NON-COLLUSION:** By submission of the proposal, the Proposer certifies that the proposal has been arrived at independently and submitted without collusion with any other Proposer and that the contents of the proposal have not been communicated, to the best of its knowledge and

belief, by any one of its employees or agents, to any person not an employee or agent of the Proposer and will not be communicated to any person prior to the official opening of the proposal. "Non-Collusion Declaration" to be submitted with proposal.

15. **REJECTION OF RFPs:** The District reserves the right to accept or reject any and all RFPs, or any portion of combination thereof, or award on the basis of the total bid.
16. **AMENDMENTS:** The terms and conditions contained in the Notice of Request for Proposals, Proposal Form, Instructions and Conditions, Specifications, and Agreement herein may be amended or modified only with the prior written approval of the District.

Any addenda or bulletins issued during the time of bidding shall form a part of the specifications issued to proposers for the preparation of their proposals and shall constitute a part of the contract documents.

17. **EVIDENCE OF RESPONSIBILITY:** Upon the request of the District, a proposer shall submit promptly to the District satisfactory evidence showing the proposer's financial resources, experience in the type of work being required by the District, the proposer's organization available for the performance of the contract and any other required evidence of the Bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the proposal.

18. **BID SECURITY:** None required.

19. **TAXES:** Unless otherwise specified, taxes shall not be included in the proposal/bid price submission. The District will compute the state sales and use taxes. Federal excise taxes are not applicable to the school district.

20. **PROPOSERS INTERESTED IN MORE THAN ONE RFP/BID:** No person, firm or corporation shall be allowed to make, or file, or be interested in more than one RFP/bid for the same work unless special bid conditions indicate otherwise. A person, firm, or corporation who has submitted a subproposal to a bidder, or who has quoted prices of materials to a bidder is not thereby disqualified from itself submitting a RFP/bid or quoting prices to other contractors. No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be nonresponsive.

21. **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 a written request for interpretation or correction to Marley Nelms, Director of Business Support Services for DMUSD to: [mnelms@dmusd.org](mailto:mnelms@dmusd.org). Any interpretation or corrections will be made only by written addendum and will be posted online as an addendum at <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities> on Thursday, May 25, 2023. No oral interpretation will be provided to any proposing vendor.

22. **AGREEMENT PERIOD:** RFPs will be valid for one (1) year; and renewable for up to two (2) additional one (1) year terms upon mutual agreement by both parties after the date contract is awarded. It is anticipated that the agreement awarded under this RFP shall be effective July 1, 2023 through June 30, 2024. Ninety (90) days prior to end of term; the District will notify supplier of desire to exercise renewal option.



23. **COMMENCEMENT OF DELIVERIES:** After receiving notification of award, the successful proposer/bidder shall be required to commence with the delivery of all items which they have been awarded immediately after receipt of a District purchase order. In most instances, delivery services will begin July 1, 2023.

24. **DELIVERIES:** The selected distributor(s) will partner with Del Mar Union School District over the term of the contract resulting from this RFP to procure and deliver frozen, refrigerated, and dry, processed USDA Commodity and/or commercial food products to the Del Mar Union School District Child Nutrition Services Department Central Kitchen. Delivery Schedule will be determined by the CNS department based on their operational need. For the 23/24 school year (SY), the District estimates it will serve approximately 120,000 breakfast meals and 400,000 lunch meals.

All proposed prices shall be "Freight On Board (F.O.B.) Destination." Destination shall be to the delivery location at: **DMUSD CNS Central Kitchen, 6631 Solterra Vista Pkwy, San Diego, CA 92130. The District requires one delivery per week. Deliveries shall be made utilizing refrigerated trucks. All deliveries shall occur between the hours of 6:15 a.m. and 1:30 p.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.

25. **LIMITATIONS:** The District reserves the right in its absolute discretion to accept RFPs, or any part of the RFP, as deemed necessary for the best interest of the District. The District, however, reserves the right to reject any one or all RFPs, to waive any informality in the RFP. The District makes no guarantee 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 the RFP. The awarding of the services contract, if at all, is at the sole discretion of the District.

26. **RESTRICTIONS ON LOBBYING AND CONTACT:** From the period beginning with the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting a response to this RFP, nor any officer, employee, representative, agent or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this RFP, the evaluation of selection process and/or the award of the contract with any member of the Del Mar Union School District, Board of Trustees, selection members, other than the names contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.

27. **METHOD OF PRICING AND COMPLETING RFP:** Alternate RFPs will be rejected. RFPs stating "will negotiate" or "to be determined" or similarly vague language will be considered as non-responsive and will be subject to rejection of RFP.

28. **INSPECTION OF FACILITIES-EVALUATION:** The District reserves the right to inspect the facilities of the proposer/bidder prior to award of the contract. The District may request to review the bidder's current Hazard Analysis Critical Control Points (HACCP) food safety system for their facility in order to ensure optimum distribution practices. If the District determines after such inspection that the bidder is not capable of performance within the District's standards, their bid will not be considered. The findings and decisions of the District shall be final.

29. **FOOD DEFENSE:** Proposers/bidders distribution facility must be registered with the Food and

Drug Administration and meet the requirements outlined in the public Health Security and Bioterrorism Preparedness and Response Act (Public law 107-188, Section 305). For further information, visit the FDA's official site at: <https://www.fda.gov/food/guidance-regulation-food-and-dietary-supplements/registration-food-facilities-and-other-submissions>. Failure to register prior to the close of the RFP shall result in the bidder's disqualification for contract award. Proof of Registration should be submitted with this RFP.

30. **SAFETY AND SANITATION:** Child Nutrition Services staff will only receive product that meets all food safety and sanitation requirement, therefore CNS staff may at any time:
  - Inspect delivery vehicles for any signs of contamination
  - Check all expiration and "best if used by" dates and reject product with expiration dates less than one month from the date of delivery (unless agreed by District and awarded proposer/bidder for specific items)
  - Use thermometers to check temperatures
  - Accept product only at acceptable temperatures
  - Reject unacceptable items
31. **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.
32. **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.
33. **PROPOSERS CRITERIA FORM:** The Proposer Criteria Form must be completed and submitted with this RFP
34. **PROPOSERS DISCLOSURE INFORMATION:** All disclosure, certification and non-collusion forms and affidavits contained in this RFP must be completed and submitted with the RFP.
35. **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 INSTRUCTIONS AND CONDITIONS**

## RFP 2223-08 REQUIRED RFP DOCUMENTS CHECKLIST AND SIGNATURE PAGE

**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 2223-08 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:

	1	RFP 2223-08 Required RFP Documents Checklist and Signature Page
	2	RFP Proposal Form
	3	NON-COLLUSION DECLARATION
	4	Attachment A: Contractor Certificate Regarding Worker's Compensation
	5	Attachment B: Contractor Certificate Regarding Drug-Free Workplace
	6	Attachment C: Certificate of Independent Price Determination
	7	Attachment D: Certification of Employee Background
	8	Attachment E: Contractor Certificate of Compliance Regarding Lobbying Disclosure of Lobbying Activities, Form SF-LLL (If applicable)
	9	Attachment F: Contractor Certificate of Compliance Regarding Suspension and Debarment
	10	Attachment G: Equal Opportunity Employment Certification
	11	Attachment H: Buy American Certification
	12	Attachment I: PRU-21 China Prohibition Certification

	13	Attachment J: RFP 2223-08 PROPOSER CRITERIA FORM
	14	Attachment: K: RFP 2223-08 EVALUATION
	15	Attachment L: MARK-UP SECTION EVALUATION

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. **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.
8. **SUBSTITUTIONS:** Substitutions in quality or quantity must receive prior approval from the Child Nutrition Services Department to qualify for payment.
9. **DELIVERY:** 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. Deliveries shall be made utilizing refrigerated trucks. All deliveries shall occur between the hours of 6:15 a.m. and 1:30 p.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.

10. **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](http://www.foodsafety.gov)
11. **MULTI-YEAR EXTENSION:** Pursuant to Education Code, Section 39644 and 81644, this bid may be extended for an additional two (2) years. The extension may be granted on a year by year basis provided that the following conditions are being met:
  - a. The Director of Child Nutrition Services has deemed the products and services of the supplier satisfactory.
  - b. The Supplier shall submit a list of the price increases for the next fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) by the last business day in March (90 days prior).
  - c. The percentage of price increase for products are at or below the consumer price increases for "**All Urban Consumers**" Database Series for the statistical area of "**US City Average**" from the category "**SEFV- Food Away From Home**" as listed on the Bureau of Labor Statistics (BLS) web site (<http://www.bls.gov/data/>). The Supplier may use the preceding twelve (12) months, March to February, or the preceding twelve (12) months April to March, depending on the most recent months listed on the web site two weeks prior to submittal of price increases. Supplier may provide alternate documentation if BLS data is not available. Acceptability of alternate documentation is at the discretion of the Director of Child Nutrition Services.
12. **ESCALATION:** The successful bidder shall agree to negotiate any price changes it requests and to supply the District with adequate pertinent documentation to support any price change requested. Vendors should note that no price changes will be effective until the District has accepted the request for the price change, with supporting documentation. Until the change has been accepted, the vendor must continue to provide service with the original bid price, terms and conditions.
13. **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.

14. **RIGHT TO AUDIT:** The Distributor shall submit to third party audits and/or inspections initiated by Del Mar Union School District 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. Distributors must take step to correct findings 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.
15. **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.
16. **MONTHLY USAGE REPORTS:** The awarded vendor will provide usage reports upon request.
17. **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 as identified by the District..
18. **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.
19. **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.
20. **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.
21. **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.

22. **PRODUCT QUALITY CONTROL:** The District reserves the right to discontinue service of all or any portion of any contract resulting from this RFP for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the contractor/distributor in default. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Processor's plant is located or by the applicable federal standards, whichever are higher.

Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of San Diego or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

Distributor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. Products received shall not have a shelf life or expiration date less than one month from the date of delivery.

Distributor 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.

In the event of product contamination issues, Distributor shall provide trace back capabilities for all products to the point of origin.

23. **HACCP:** Bidders are required to maintain a food safety system based on Hazard Analysis Critical Control Point (HACCP) principles. Within thirty (30) days following the award of contract, the proposer may be required to provide the District with documentation as to it and its HACCP plan(s) and quality assurance program
24. **PACKAGING:** Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged cases of packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

All packaging materials shall be FDA and NSF 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.

25. **"BUY AMERICAN" PROVISIONS:** Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, Distributors offering product and/or products ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased. Awarded Distributor/bidder must provide certificate of origins documents upon the District's request of any product purchased under this

agreement.

26. **NUTRITIONAL INFORMATION AND LABELING:** In order to accommodate the computerized menu system utilized by the Del Mar Union School District, the successful Distributor shall be required to provide a complete nutrient analysis of some products, as requested by DMUSD. The nutrient information may be obtained from an independent laboratory.

The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg).

27. **ALL PROCESSED FOODS SHOULD NOT CONTAIN ANY ARTIFICIAL TRANS FAT:** All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, soybeans, or sesame.

Awarded Distributor shall notify the Del Mar Union School District whenever there is a product/ingredient change in any item provided to DMUSD. If any product changes occur, new ingredient statements and nutritional information must be provided to the Del Mar Union School District Child Services Department.

28. **ASSIGNMENT:** The Distributor shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.
29. **PREVAILING LAW:** In the event of any conflict or ambiguity between a) the Instructions to Bidders, General Conditions, Specifications, Agreement, or any other document forming a part of this invitation for bids, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.
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 identity 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](mailto:program.intake@usda.gov). USDA is an equal opportunity provider.

31. **CERTIFICATION REGARDING SUSPENSION AND DEBARMENT, LOBBYING:** Distributors who will perform more than \$100,000 in business with the District during the fiscal year must complete the **Suspension and Debarment Certification, U.S. Department of Agriculture and Certification Regarding Lobbying** (and, if applicable, **Disclosure of Lobbying Activities**) forms, included as a part of the bid package, prior to the signing of any contract. The District is prohibited from contracting with suppliers that are on the U.S. General Services Administration's Suspension and Debarment List. The Suspension and Debarment Certification is required to document that the supplier or any of its key employees have not been debarred, proposed for debarment, or suspended by a Federal Agency. Additionally, the District is required to obtain information from the Distributor regarding lobbying activities.

If the debarment/suspension occurs during the term of the contract, the District will not exercise its right to renew under the contract conditions.

32. **GOVERNING LAW AND VENUE:** In the event of litigation, the bid 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.
33. **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 10<sup>th</sup> 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](mailto:ap@dmusd.org).
34. **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.
35. **METHOD OF 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.

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.

The RFP Evaluation will be awarded to one or more suppliers for items in the Specification Market Basket section as a line item. The mark-up section will be awarded to the lowest percentage mark-up submittal. Market Basket items and details can be found at [www.super-coop.org](http://www.super-coop.org).

In addition to these cost factors, the District will also consider factors like location/accessibility, vendor's competency, discounts offered, delivery minimums and ability to comply with Super Co-op requirements which include commodity drawdown and use of Super Co-Op's "Market Basket" to determine supplier's viability to be awarded this contract. The District reserves the right to do a multiple-award, based on the listed factors, and to award this RFP in the manner which proves to be in the best interest for the District.

36. **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 June 22, 2023. A letter will then be provided by DMUSD officially notifying awardee(s) of contract.

37. **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.

38. **COMPLIANCE WITH APPLICABLE LAWS:** All products and services furnished must comply with all Federal, State, and Local laws, rules, regulations, and ordinances.

39. **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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

40. **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.

41. **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.

42. **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.

43. **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.

44. **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.

45. **PIGGYBACKING:** This request for proposal is not available for piggyback

#### **END OF CONTRACT TERMS AND CONDITIONS**

## AGREEMENT

**THIS AGREEMENT**, made and entered into this day \_\_\_\_\_ of \_\_\_\_\_, 2023, by and between the Del Mar Union School District, San Diego County, California, hereinafter called the District, and hereinafter called the Contractor for the \_\_\_\_\_

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

**1. THE CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The Notice to Bidders, the Information to Bidders, the Accepted Bid, the General Specifications, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

**2. SERVICES, MATERIALS AND SUPPLIES:** The contractor agrees to furnish the service or services, the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. Del Mar Union School District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective district. It is understood by the Contractor that all items or service will be promptly delivered to the District.

**3. PAYMENTS.** The contractor shall submit an itemized invoice in duplicate of materials and services at the delivery point and at the time the delivery is made. District shall pay contractor the full amount of each invoice within thirty (30) days of receipt. Contractor shall furnish District with a recap of items upon request.

**4. TERMINATION FOR DEFAULT:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, or with the required documentation, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

Del Mar Union School District reserves the right to discontinue service upon 24-hours' notice for due cause which shall include such reasons as unsatisfactory product or service; or to extend the contract with present Distributor upon annual review of weighted factors, performance of service and/or provision of quality products. FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.

**5. TERMINATION OF AGREEMENT WITHOUT CAUSE. DISTRICT** may terminate this Agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactory rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the DISTRICT.

**6. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION**

**THEREOF:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

**7. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

**8. TIME OF COMPLETION:** The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and Bond (if required). The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

**9. SAVE HARMLESS CLAUSE:** The Contractor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this contract.

**10. THE DISTRICT'S INSPECTOR:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District.

**11. REMOVAL OF REJECTED ITEMS:** All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

**12. DELAY DUE TO UNFORESEEN OBSTACLES:** The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence

is presented to the other party, provided that it is also established that the nonperformance is not due in part to the fault or neglect of the party not performing.

**13. ASSIGNMENT OF CONTRACT:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received

hereunder, or any power to execute the same without the consent in writing of the District.

**14. ATTORNEYS' FEES:** If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.

**15. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, AND/OR AGENT OF THE DISTRICT:** While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District.

**16. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR:** The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Specifications. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor. The contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

**17. FUEL SURCHARGES**

Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

**18. ORDER CONDITIONS**

The Del Mar Union School District shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

**19. VEHICLE DELIVERY CONDITIONS**

All vehicles and containers used for transporting food 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.

Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures.

Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Ice cream should be received at 8°F or lower.

Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 40°F or lower.

Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings.

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PARAMETERS WILL BE REJECTED.

**20. INFERIOR PRODUCT**



The Distributor agrees to permit inspection of the delivered items by the Del Mar Union School District with the right of rejection of inferior merchandise. The Del Mar Union School District's decision shall be final.

## **21. DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS**

Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer's products and code numbers as requested by the Del Mar Union School District unless prior approval has been received to deliver alternate products. The Del Mar Union School District will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case.

**If the desired product is absolutely not available for any reason, the Del Mar Union School District shall be notified at least 7 working days in advance** and the Del Mar Union School District shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the DMUSD. When substitutions do occur, Distributor shall adjust ordering quantity to meet original orders and provide nutritional statements and ingredient listings of the replacement product.

The Distributor must provide the specified product or an acceptable substitute, as determined by the Del Mar Union School District. Financial restitution shall be made within 60 days of written request by the Del Mar Union School District.

## **22. DELIVERIES**

**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. All deliveries shall occur between the hours of 6:15 a.m. and 1:30 p.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.

Once a mutually agreed upon delivery schedule is established between the Distributor and the Del Mar Union School District, timely delivery of all orders is expected. If the Distributor is unable to meet confirmed delivery schedule(s), as agreed upon, the District will issue **two written warnings**. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption to service.

If, at any time, a delivery cannot be made within one (1) hour of scheduled time, the Supplier/Driver must notify the school/site to negotiate an alternate delivery time or day. The District may refuse unscheduled deliveries at the Supplier's expense. Frequent occurrences may result in cancellation of the Contract

For any District order, if the Distributor is unable to perform under the terms of the Contract, or if it fails to deliver any items ordered within the prescribed timelines, the District reserves the right to cancel any order(s) or purchase the item(s) on the open market, and to request and receive payment from the Distributor for the difference between the contract price and the price the District pays on the open market.

## **23. ADDITIONAL REQUIREMENTS**

The District will provide a menu, which will include all items required, at least one month in advance to allow awarded proposers time to prepare inventory to meet requirements below:

- a) The distributor must have an established "net-off invoice" billing system in place to pass-thru the value of commodities and must show invoice cost.
- b) The Distributor must have the ability to deliver ALL processed commodities and/or non-commodity items with a 1 month lead-time. As stated above, the District will provide a menu and list of items to be needed at least a month in advance.

- c) The Distributor must stock "fee for service" and "modified fee for service" processed commodities and be prepared to deliver those processed commodities with a 1 month lead-time to coincide with the 1 month lead-time for non-commodity products. As stated above, the District will provide a menu and list of items to be needed at least a month in advance.
- d) The Distributor must have an automatic rebate system in place to efficiently handle automatic rebate programs as offered by manufacturers and must submit an outline of such program with RFP.
- e) The District prefers an active website which allows on-line ordering and reporting. Del Mar Union would like access to sales reports, commodity balances, and commodity reports via said website.
- f) The District will provide a forecast one month in advance to allow enough time for product procurement. Once the contract is awarded, the District will work with awarded supplier to set up best process for forecast delivery.

**24. CONDITIONAL RPF:** The District reserves the right to reject any RFP which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

**IN WITNESS WHEREOF,** the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

**CONTRACTOR:**

**DISTRICT:**

\_\_\_\_\_

Del Mar Union School District

By \_\_\_\_\_

By Christopher Delehanty

Title \_\_\_\_\_  
Services

Title: Assistant Superintendent Business

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

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

Governing Board Date \_\_\_\_\_

(Corporate Seal)

## RFP PROPOSAL FORM

Board of Trustees  
Del Mar Union School District  
Business Services Department  
11232 El Camino Real  
San Diego, CA 92130

Re: Proposal for RFP 2223-08 CNS Frozen, Refrigerated, And Dry Goods Distribution

To: Members of the Board of Trustees

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Bidders, Instructions to Bidders, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the RFP package for the above-referenced RFP, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said RFP proposal. The entire RFP package is submitted, together with this RFP Proposal Form.

Name of Company: \_\_\_\_\_

Legal Status (i.e., sole proprietorship, partnership, Corporation): \_\_\_\_\_

Tax I.D. Number (Sole Proprietorship only): \_\_\_\_\_

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

Authorized Representative: \_\_\_\_\_

Signature

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title

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

Telephone: (    ) \_\_\_\_\_

FAX: (    ) \_\_\_\_\_

**“NON-COLLUSION DECLARATION”**

To Be Executed By Proposer and Submitted with Proposal Documents  
(Public Contract Code Section 7106)

State of California

County of \_\_\_\_\_] ss.

I, the undersigned, being duly sworn, declare that I am an authorized officer of 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 Supplier has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Supplier or anyone else to put in a false or sham proposal, or that anyone shall refrain from proposing; that the Supplier has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Supplier or any other Supplier, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Supplier, 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 Supplier 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 of agent thereof to effectuate a collusive or sham proposal.

Any person executing this declaration on behalf of a Supplier 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 Supplier.

I, the undersigned, hereby certify that I have read and understand this **Non-Collusion Declaration** and guarantee complete compliance with all the terms, conditions and stipulations.

Supplier \_\_\_\_\_  
(Type or Print Complete Legal Name of Company)

By \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

Name \_\_\_\_\_ (Type or Print) \_\_\_\_\_ (Title)

## **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 I  
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  
PRU 12, Approved by OMB 0348-0046

Procurement Resources Unit  
December 2019

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

RFP 2223-08 CNS Frozen, Refrigerated, and Dry  
Goods Distribution  
RFP Number and Name

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.

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>1) Report Type:</b> a. initial filing b. material change  <b>For material change only:</b> Year _____ quarter ____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee Tier _____, if Known:   <b>Congressional District, if known:</b>		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>   CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>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.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>	

## **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: PRU-21 CHINA PROHIBITION CERTIFICATION

To ensure compliance with the Consolidated Appropriations Act of 2021 that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. It is the Director of Student Nutrition's responsibility, as Program Operator, to ensure the country of origin for all nondomestic raw or processed poultry products, whether purchased directly by the Program Operator or on their behalf. The prohibition set forth in the Consolidated Appropriations Act of 2021 (Public Law 116–260) Division A, Section 764, does not allow for any exceptions.

As such, DMUSD, Student Nutrition Services, requires certification of acknowledgement from their supplier, e.g., manufacturer, processor, or distributor, that acknowledges their agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116–260).

---

The Consolidated Appropriations Act of 2021 (Public Law 116–260), Division A, Section 764 (signed into law on December 27, 2020), prohibits all Child Nutrition Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China.

We \_\_\_\_\_ (insert vendor name), certify that \_\_\_\_\_ (insert product name) did not use federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China.

We further acknowledge that noncompliance with this federal requirement may result in a finding of disallowable cost(s).

By signing below, the undersigned acknowledges their agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116–260)

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Printed Name of Above

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

## Attachment J: RFP 2223-08 PROPOSER CRITERIA FORM

The District intends to award one Contract for the Scope of Services, as detailed in this RFP, to the most qualified Proposer. The District requires that the successful proposer meet the following minimum requirements:

1. In business for a minimum of 5 years: Yes \_\_\_\_\_ No \_\_\_\_\_
2. Must maintain a warehouse/distribution center within a **250-mile radius** of the delivery point of the District at: **CNS Central Kitchen, 6631 Solterra Vista Pkwy., San Diego, CA 92130**  
Yes \_\_\_\_\_ No \_\_\_\_\_

**Please provide three (3) current school district or restaurant references:**

3. Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Number of Deliveries Per Year: \_\_\_\_\_
4. Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Number of Deliveries Per Year: \_\_\_\_\_
5. Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Number of Deliveries Per Year: \_\_\_\_\_

Name of Preparer: \_\_\_\_\_ Title: \_\_\_\_\_

Signature of Preparer: \_\_\_\_\_ Date: \_\_\_\_\_

By signing this form, you are verifying that your company meets the requirements stated above.

**MUST BE SUBMITTED WITH RFP.**  
**END OF PROPOSERS CRITERIA FORM**



**RFP 2223-08 BID FORM SPECIFICATIONS**

Del Mar Union School District

DEL MAR UNION SCHOOL DISTRICT  Zip Code of Delivery Site:	92130
Estimated Breakfast Meals Served Annually	120,000
Estimated Lunch Meals Served Annually	400,000
Breakfast Average Daily Participation	667
Lunch Average Daily Participation	2,200
Use a Cycle Menu?	Yes
Number of Delivery sites	1 (one)
Preferred Delivery Day	Monday or Tuesday
Preferred Time of Delivery	6:15 a.m. to 1:30 p.m.

## Attachment K: RFP 2223-08 RFP EVALUATION

**Evaluation of Firms:** All responses will be scored using this evaluation sheet. A minimum score of 80% is required to be awarded the contract.

Distributor/Supplier Name: \_\_\_\_\_

<b>1. Location/Accessibility</b>	<b>Write in:</b>	<b>Max. Pts.</b>
Supplier's location – Write in city and county of headquarters, local office, warehouse, whichever is closest		10
Is supplier an approved distributor of the Super Co-Op? Will supplier be able to provide items in Super Co-Op Market Basket?		10
<b>2. Competency</b>	<b>Write in:</b>	<b>Max. Pts.</b>
Supplier's number of years' experience in providing Frozen, Refrigerated, Processed Commodity and Dry Products		20
Identify the number of K-12 organizations, with greater than 3,000 students, the supplier is currently working for		10
Firm's "fill rate" percentage		10
<b>3. Discounts Offered / Delivery Minimums</b>	<b>Write in:</b>	<b>Max. Pts.</b>
Does supplier offer discounts/offers, if so, please explain?		10
Is there a delivery minimum, if so, please explain?		10
<b>4. Claims, Lawsuits, Arbitrations</b>	<b>Write in:</b>	<b>Max. Pts.</b>
Identify the number damage claims filed by Firm by a client in the past 3 years		5
Identify if you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a public project during the past three years		5
Has your organization been terminated from a district in the last two years?		10
<b>TOTAL POSSIBLE POINTS</b>		<b>100</b>

### Attachment L: MARK-UP SECTION EVALUATION

- 1 Is your firm willing to accept an award as a backup distributor? Yes \_\_\_\_\_ No \_\_\_\_\_
- 2 List the distributor's charge for delivery services on **items listed on the Super Co-Op market basket** (specify if mark-up is different than commodity service fee change). [www.super-coop.org](http://www.super-coop.org)
  - a. Frozen: \_\_\_\_\_ % mark-up per case for single site delivery
  - b. Refrigerated: \_\_\_\_\_ % mark-up per case for single site delivery
  - c. Dry: \_\_\_\_\_ % mark-up per case for single site delivery
- 3 For **items not listed on the Super Co-Op piggyback**, provide % mark-up from manufacturer costs/prices. DMUSD may select items from various manufacturers.  
\_\_\_\_\_ % mark-up per case for single site delivery.
- 4 Outline any discount term or payment options available: \_\_\_\_\_  
\_\_\_\_\_

1

Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**MUST BE SUBMITTED WITH RFP.**

# 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	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			(15)				M			(24)
23	24	25	26	27	28	29	20	21	22	23	24	25	26	17	18	19	20	21	22	23
									M				(16)				M			(25)
30	31						27	28	29	30	31			24	25	26	27	28	29	30
									M				(14)				M			(26)

  

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
				M		(38)				M			(50)							(73)
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
				M		(44)				M		H*	(63)				M			(78)
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
				M		(45)		PM	PM	PM	PM	PM	(68)				M			(83)
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
				M		(54)		H	H	H	H*	H*					M	M	H*	(87)
29	30	31				(56)	26	27	28	29	30			24	25	26	27	28	29	30
													(72)	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
		H*	H	H	H	H							(106)							(121)
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
				M		(92)				M			(111)			PM	PM	PM	PM	(126)
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16
		H*		M		(96)				M			(116)				M			(131)
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23
				M		(101)		H*	H*	H	H	H					M			(136)
28	29	30	31			(104)	25	26	27	28	29			24	25	26	27	28	29	30
			M						M				(120)	31			M			(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
		H	H	H	H	H							(161)							
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
				M		(146)				M			(166)			H*				
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
				M		(151)				M			(171)							
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
				M		(156)				M			(176)				H*			
28	29	30				(158)	26	27	28	29	30	31		23	24	25	26	27	28	29
								H*		F		M	(182)	30						

#### 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