



MT DIABLO UNIFIED SCHOOL DISTRICT
PURCHASING & WAREHOUSE DEPARTMENT
2326 Bisso Lane, Concord, CA 94520

RFP # 1939

(Request for Proposal)

2024 Grocery, Frozen, and Bakery

For

Mt. Diablo Unified School District

RFP Deadline:
April 22, 2024
10:00 a.m. (Pacific Standard Time)

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*****All bold items above are required documents to be submitted with RFP1939 Proposal***

**NOTICE OF REQUEST FOR PROPOSALS
RFP #1939: 2024 GROCERY, FROZEN AND BAKERY FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT**

The Mt. Diablo Unified School District (“**District**”) is requesting submission of Request for Proposals (“**RFP**”) from qualified firms, partnerships, corporations, associations, persons, or professional organizations (“**Firm(s)**”) for **2024 Grocery, Frozen, and Bakery for Mt. Diablo Unified School District. RFP #1939 applicant(s) may be selected as a pool for this RFP.**

RFP documents and specifications may be reviewed and/or downloaded from the Mt. Diablo Unified School District Website at: www.mdusd.org; go to Departments, Business Services, Purchasing & Warehouse, Bidding & Auction Information Tab. The IP address is as follows: <https://mdusdorg.finalsite.com/departments/business-services/purchasing-warehouse/bid-information/non-construction-bids>.

Interested companies are invited to submit their original Proposals as described below to: **Mt. Diablo Unified School District, Attn: RFP#1939, Purchasing Department, 2326 Bisso Lane, Concord, CA 94520.** Facsimile (Fax) and digital copies of proposals will NOT be accepted.

This request is a formal request for RFPs, but is not an offer by the District to contract with any firm responding to this **RFP**. The District expects to select one or more firms that best meets the District’s need to supply the **Grocery, Frozen, and Bakery for Mt. Diablo USD.**

Sealed Proposals must be received by 10:00 am, Monday, April 22, 2024. Submittals received after this date and time will not be accepted by the District. There will be no public RFP response opening on this RFP.

The District reserves the right to waive any informalities or irregularities in received submittals. Further, the District reserves the right to reject any submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible and qualified.

Dr. Adam Clark
Board Clerk

Publication: Contra Costa Times
Advertising Dates: 4/1/24 and 4/8/24

RFP SCHEDULE

**2024 GROCERY FROZEN AND BAKERY FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT
RFP # 1939**

Advertising Dates	April 1, 2024 and April 8, 2024
Questions due from bidders	April 15, 2024 by 2:00 p.m.
FINAL Addendum to bidders (RFI Responses)	April 18, 2024 at 10:00 a.m.
RFP Responses due to District	Monday, April 22, 2024, by 10:00 a.m.
Open RFPs (Non-Public Opening)	April 22, 2024
Sample product submitted to Food Service Warehouse, 2330 Bisso Lane, Concord, CA	By Request, between April 24-30, 2024
Board Meeting	May 8, 2024
Notice of Award	May 9, 2024
Start Date:	July 1, 2024
Contract End Date:	June 30, 2025 with 2 possible one-year options to renew to June 30, 2027

**RFP Contact: Elizabeth McClanahan, Director of Purchasing & Warehouse
(925) 825-7440 Ext: 3740; McClanahanE@mdusd.org**

Project Manager: Alexandra Emmott, Director of Food and Nutrition Services,
(925) 825-7440 Ext: 3775

**Deliver sealed RFP Packet to:
Purchasing and Warehouse Department
MT. DIABLO UNIFIED SCHOOL DISTRICT
Attn: RFP#1939 2024 Grocery, Frozen, and Bakery for MDUSD
2326 Bisso Lane, Concord, CA 94520**

Instructions to RFP Bidders

1. Submitting RFPs. (a) The RFP must be submitted on this form, in its entirety, (attachments accepted) in a **sealed envelope** with the wording **Grocery, Frozen and Bakery for the MDUSD, RFP # 1939** marked on the outside. Please submit the Pricing Spreadsheet by email to McClanahanE@mdusd.org. (b) All documentation of unit pricing or other cost breakdowns as outlined in this RFP must be submitted to support the total RFP price. (c) RFPs/corrections received after the closing time will not be opened. The Mt. Diablo Unified School District will not be responsible for RFPs not properly marked and delivered. Upon award, all submissions become a matter of public record.
 - a. **Date Due.** RFPs must arrive in the **Purchasing Office, 2326 Bisso Lane, Concord, CA 94520, by 10:00 a.m. on April 22, 2024.** RFPs received after the date and/or time stated will be considered late and will not be considered for award.
 - b. **Notice of Intent to Award** will appear in RFP #1939 “**Status**” located on MDUSD’s website on or before **April 26, 2024.**
 - c. **Responsibility.** RFP Bidders are solely responsible for ensuring their RFP is received by the Mt. Diablo Unified School District in accordance with the solicitation requirements, before the date and time specified in the RFP, and at the place specified. The Mt. Diablo Unified School District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of RFP shall be made at the office specified in the RFP. Deliveries made before the Date Due and time but to the wrong Mt. Diablo Unified School District office will be considered non-responsive unless re-delivery is made to the office specified before the Date Due and time specified in the RFP. RFPs received after the scheduled RFP Submittal Deadline will be returned unopened.
 - d. **Extension of Due Date and/or Time.** The Mt. Diablo Unified School District reserves the right to extend the Date Due and/or time when it is in the best interest of the Mt. Diablo Unified School District.
2. Preparation of RFPs. RFP’s must be submitted in ink or typewritten. Both **unit price and extension** (where applicable) for all line items must be shown where required on the RFP form. Signature on RFP’s must be in **wet ink (blue ink)** to be considered acceptable. RFP on each item separately. Prices should be stated in units specified hereon. **RFP Bidders are requested to submit their pricing on the RFP forms provided.** Each RFP must be submitted in a separate **sealed envelope** with the RFP number on the outside, and must be submitted to the Purchasing/Warehouse Department of the Mt. Diablo Unified School District at the time and date specified. Fax or other electronic delivery of RFPs is not acceptable.
 - a. **Digital Copy of Pricing Sheet.** Please email a digital copy of your Spreadsheet Pricing Sheet Response to McClanahanE@mdud.org, **AFTER 10:00am on April 22, 2024 or submit your spreadsheet response by USB drive with your bid.**

3. Errors and Corrections. No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by the person signing the RFP. Verify your RFP before submission as the RFP cannot be withdrawn or corrected after being opened or withdrawn until the specified time period has elapsed. The District will not be responsible for errors or omissions on the part of Bidder in making up their RFP.
4. Sales Tax. Do not include California State Sales or Use Taxes in unit prices in Proposal.
5. Failure to Respond. If you do not respond to this RFP, please mark “no RFP” in the space provided and sign it and return the RFP, otherwise your name may be removed from the Bidder’s list.
6. Substitutions and Samples. If quoting on other than the make, model or brand specified, the manufacturer’s name and model or catalog number must be given. Where samples are requested, they must be furnished free. Suitable and valuation of “equals” rest in the sole discretion of the District. Samples will be returned at Bidder’s expense provided a request accompanies the samples and provided further that samples are not destroyed by tests.
7. Acceptance and Award of RFP. The right is reserved to reject any or all RFPs and to accept or reject any line items thereon and to make any combinations of line-item awards.
 - a. Award of this RFP shall be made to the most responsible Bidders who is fully responsive to the terms of this solicitation. A Bidder **must** deliver the items within the required delivery date (RDD) in order to be declared responsive to this RFP. The District may consider prompt payment discounts (only terms of 2% / 30 days or better will be considered) and other rebates offered on the RFP form in determining lowest net cost.
 - b. RFPs may be rejected on grounds of non-responsiveness or non-responsibility. RFPs are subject to acceptance at any time within ninety (90) days after opening of the same unless otherwise stipulated.
 - c. The District reserves the right to make no award at all and further reserves the right to reject any and all RFPs and to waive any irregularity or discrepancy associated with the RFP.
 - d. Once the District has approved awarding the contract(s) to the most responsive/responsible Bidders the successful Bidders will be required to sign and provide evidence of insurance within ten (10) calendar days, unless extension of time if authorized by the District.
8. Patents, Etc. The Vendor shall hold the Mt. Diablo Unified School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this RFP.

9. Failure to Fulfill Contract. If any contractor or vendor fails to deliver any article or service or delivers any article or service that does not conform to the specifications, the District may, at its sole discretion, set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the Mt. Diablo Unified School District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and its sureties. The Board of Education reserves the right to cancel any articles or services that the successful Bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Bidder provided satisfactory proof is furnished to the Board or Education, if requested.
10. RFP Signatures. All RFPs must show the firm name and must be signed with a *wet signature* (blue ink) by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.
11. Cancellation for insufficient or non-appropriated funds. The Bidders hereby agrees and acknowledges that monies utilized by the District to purchase the items RFP is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.
12. Hold Harmless. Successful Bidder/Contractor agrees to indemnify, defend, and hold harmless the Name of Mt. Diablo Unified School District, it's governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Successful Bidder/Contractor's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.
13. Warranty/Quality. All items furnished shall be subject to inspection and rejection by the District for defects or noncompliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications shall be deducted from the contract price.
14. Pricing-Term of Contract. Minimum contract term is one (1) year. Quoted prices must stay in effect for twelve (12) months after award of RFP and may be extended upon mutual consent of Mt. Diablo Unified School District and vendor for two additional one-year periods in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). If extended, price increases may be negotiated **subject to existing local market conditions, and as determined by the California Consumer Price Index (CPI), but may never exceed an increase of more than five percent (5% annually)**

without prior District consent. In the event of a general price decrease the District reserves the right to revoke the RFP award unless the decrease is passed on to the District.

15. Termination. Mt. Diablo Unified School District reserves the right to terminate any or requirement contract resulting from this RFP without penalty upon thirty (30) days written notice to the vendor.
16. Multi-Year Extensions. Subject to the provisions of **Paragraph 14**, and pursuant to Education Code, Sections 17596 (K-12) and 81644 (Community Colleges), this RFP **may** be extended (by mutual consent expressed in writing) for up to (2) additional one (1) year increments (total potential RFP life of three (3) years from Board of Education award).
17. No Minimum or Maximum Quantities, Order Charges, or Limitations Upon Number of Orders. The District anticipates contract term requirements for the supplies, commodities and services as listed in the quantities shown on the RFP form. The District; however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. **This is an indefinite-quantity RFP.** RFP Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to the awarding District at prices quoted.
18. Inability to Perform/Force Majeure. The Vendor shall not be required to make deliveries during such time as deliveries are prevented by fire, flood, earthquake, storm, pandemic, explosion, strike, labor disturbances, lack or failure of transportation, war, inability to procure materials due to war conditions, perils of the sea, insurrection, riot, acts of any government (whether foreign or domestic, federal or state) and/or any other causes similar to the foregoing which are beyond the control of and are not the fault of the Vendor, or if prevented by conditions directly resulting from the execution of contracts of the placing of orders by the Federal Government and its authorized agencies or representative, which are required by law to be given priority; but provided that whenever the contractor shall claim that deliveries are prevented by any or all of the above named causes, he shall within ten (10) days after issuance of the purchase order present in writing to the District facts showing the existence of such conditions, and provided that if such delivery is not made by the vendor; and provided that if such delivery is not made within the time specified due to any or all of the above named causes, the District reserves the right to cancel the purchase order in question and the vendor shall not make any further delivery until receipt of the new purchase order or the District may, at its option, rescind said contract as to the articles specified in said purchase order, or in total.
19. Assignment Prohibited. No contract awarded under this RFP shall be assigned except with the written approval of the District. Any attempted assignment in violations of the provisions shall be voidable at the option of the Board.
20. Federal or State Regulations. The vendor's RFP and any Contract entered into are subject to all applicable statutes of the United States or of the State of California and all applicable regulations and orders of the Federal or State Governments now in effect or which shall be in effect during the period of such Contract.

21. Independent Contractor. In performance of the services, duties and obligations assumed by the vendor, it is mutually understood and agreed that the vendor, including any and all of the vendor's officers, agents, and employees, shall at all times be acting and performing as independent contractors and not as an officer, agent, servant, employees, joint venture, partner, or associate of the District.
22. Permits and Licenses. The vendor 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 listed herein. All operations and materials shall be in accordance with the requirement of the law.
23. Equal Employment Opportunity. In connection with the execution of this Contract, the vendor will not engage in, nor permit discrimination in employment of persons based on gender, race, color, religion, ancestry, national origin, ethnic group, marital or parental status, physical or mental disability, sexual orientation or the perception of one of more of such characteristics.
24. Drug Free Workplace. The vendor shall maintain a drug free workplace in accordance with the California Government Code.
25. Insurance. Comprehensive Auto and General Liability: During the term of the Contract, Contractor shall, at its sole costs and expense, maintain comprehensive auto and general liability insurance issued by an admitted insurer or insurers and defined by the California Insurance Code. Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in the amount no less than \$3,000,000 combined single limit for each occurrence and \$6,000,000 in the aggregate. Said insurance shall include, but not be limited to: premises and operations liability, independent contractor's liability, and personal injury liability. The Mt. Diablo Unified School District, its officers, employees, and agents are to be named as additional insured under the policy. Automobile liability insurance covering bodily injury and property damage in an amount no less than \$2,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Proof of coverage shall be provided to the District on or before the effective date of the Contract. The coverage of the vendor is primary for all purposes; Mt. Diablo Unified School District does not participate in any manner related to this coverage. See *Exhibit 1* for more details.
26. Prices. Prices shall be stated in units and proposals made separately on each item. Where there is conflict between unit prices and extended prices, unit prices will govern. Where there is a conflict between words and figures, words will govern.
27. Questions, Interpretation, or Correction of RFP Documents. RFP Bidders shall notify the District promptly of any error, omission, or inconsistencies that may be discovered during examination of the RFP. Requests for interpretation, correction, or clarification shall be made in writing to **Elizabeth McClanahan, Director of Purchasing & Warehouse. All questions regarding RFP# 1939 must be submitted in writing, by email to McClanahanE@mdusd.org by April 15, 2024 at 2:00 p.m.** Any questions received after the deadline will not be addressed.

28. Clarification, Corrections, or Changes to Specifications. All clarifications, corrections, or changes to the RFP documents will be made by Addendum only. RFP Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-RFP conference. Interpretations, corrections and changes shall not be binding unless made by Addendum. All Addenda shall become part of the RFP documents. Addendum will be sent to all known RFP Bidders by email and on MT. DIABLO UNIFIED SCHOOL DISTRICT's website. It is the Bidder's sole responsibility to ascertain that it has received all Addendum issued for this RFP. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by Addendum.

GENERAL CONDITIONS

1. **Award and Administration:** This contract is being awarded by the Mt. Diablo Unified School District and will be administered by the Purchasing Department.
2. **Ordering:** Orders are to be fulfilled as scheduled. Any additional products will be ordered on an as needed basis.
3. **Quantities:** Any quantities given or implied are estimates only and based on prior year's consumption or estimates. The District reserves the right to purchase reasonably more or less than the quantities stated. The District will order in quantities best suited to their needs and storage facilities within limits of conditions of the vendor.
4. **Escalation:** The successful Bidders 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 RFP price, terms and conditions.
5. **De-escalation:** In the event that the market conditions change resulting in a price decrease, it is expected that the successful Bidder shall pass those savings onto the District. Failure to do so may result in non-renewal or termination of the agreement.
6. **Terms:** All terms set forth in the RFP shall apply to all districts using this contract. Terms shall include but not be limited to price, delivery, applicable discounts, service, and packaging, when applicable.
7. **Stock Availability:** Vendors will stock items proposed with the guarantee to the buyer that there will be no stock-outs. Vendors must contact the district within twenty-four (24) hours of a stock-out beyond their control.
8. **Termination for Default:** If the said Vendor 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, 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 Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Vendor 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.

9. **Corrective Action and Non-Performance:** A Corrective Action Notice is an official District notice to the Vendor of an unacceptable action, or lack of action, or non-compliance with the obligations of the RFP, Scope of Work, and/or Insurance Requirements, and

notification of the specific date required for compliance. The District may issue a Corrective Action notice for any for the following:

- a. Failure to comply with any material term of this Agreement.
- b. Failure to comply with timelines and tasks for the ordering, delivery, and operation of the equipment or submission of an invoice that fails to meet the RFP requirements.
- c. Insufficient, incomplete, or faulty project documentation.
- d. Failure to provide documentation or reports in a timely manner.
 - i. Vendor shall be given one written or verbal notice identifying the potential problem prior to issuance of a Corrective Action Notice.
 - ii. Vendor shall receive a Corrective Action Notice identifying the task, item or action, and the time line for compliance.
 - iii. Vendor shall have the time specified in the Corrective Action Notice to respond to the Corrective Action Notice and identify a plan of correction.
 - iv. If Vendor fails to respond to the Corrective Action Notice, the District may immediately suspend or terminate this Agreement, in whole or in part. The District shall have the right to demand of Vendor the repayment to the District of any funds disbursed to Vendor under this Agreement, which, in the judgment of the District, were not expended in accordance with the terms of this Agreement, and may prohibit Vendor and specific equipment from participation in any future incentive programs. Vendor shall promptly refund any such funds upon demand. In addition to immediate suspension or termination, the District may impose any other remedies available by law, in equity, or otherwise specified in this Agreement.
 - v. In no event shall any payment by the District constitute a waiver by the District of any breach of this Agreement or any default, which may then exist on the part of the Vendor. Neither shall such payment impair or prejudice any remedy available to the District with respect to the breach or default.

10. **Termination for Convenience.** DISTRICT may terminate this Agreement at any time by giving the VENDOR 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 services satisfactorily rendered prior to the effective date of said termination, VENDOR shall be entitled to no further compensation or payment of any type from the DISTRICT.

11. **Compliance with Laws:** Seller shall, in the performance of work under District's order, fully comply with all applicable Federal, State and local laws and regulations and shall indemnify and hold District harmless from any liability, cost or expense (including, without Limitation), District's court costs and reasonable attorney's fees) resulting from Seller's failure of compliance. Seller agrees upon request to furnish District with a certification of compliance with respect to any or all such laws and regulations in such form as District may require. Should seller fail to comply with any law(s) the District may terminate the Agreement without notice.

12. **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.
- a. The estimated cost of a proposed change shall be established in one or more of the following methods:
 - i. By an acceptable lump sum RFP from the Vendor.
 - ii. By unit prices agreed upon by the District and the Vendor.
 - b. 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.
13. **Evaluation Criteria:** This RFP will be evaluated on the criteria outlined in Exhibit B and any other factors that may arise during the review process after RFP opening.
14. **Buy American Provision:** The Buy American provision in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) regulations (*7 Code of Federal Regulations (CFR) Sections 201.21(d) and 220.16(d)*) requires participants to purchase, to the maximum extent practicable, domestic commodities or for use in meals served under the NSLP and SBP. A domestic commodity or product is one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. “Substantially using” means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. It is essential that Mt. Diablo Unified School District comply with the Buy American provision which applies to all funds in the food service account and not just to the federal reimbursement. Vendors are to buy food produced in the United States unless (1) food requirements can only be met with foreign goods, (2) they are not produced within the United States in sufficient quantity or quality, or (3) the cost of the domestic food product is significantly higher than foreign.
15. **Requirements of the Agricultural Code and Other Regulations of the State of California:** All 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, whoever is higher. All RFPs shall be accompanied by a certification that the Bidder has complied with all requirements of the agricultural code and other regulations of the State of California. A copy of the latest satisfactory County Food Service Health Permit is to be attached to RFP. The following documentation is to be provided upon request:
- a. Description of washing/processing method of prepackaged and prepared meat products,
 - b. Information of where meat grown, purchased, and/or originated from, especially prepackaged items. All food should be USDA inspected.
16. **Method of Award:** The award of RFP may be a pool of up to 3 vendors (Selected Bidders).

17. **Invoicing:** An itemized bill of lading must be furnished to each delivery site in duplicate at the time of each delivery to that site. The Bill of Lading must state the purchase order number, school site name/delivery location name, release number (if any), date, vendor name, merchandise delivered and quantity delivered. Any over/shortages must be specifically noted. Vendor shall invoice monthly. A separate invoice must be prepared for each site to which deliveries were made within the invoice period. Invoices shall be prepared and mailed as soon as possible after the last delivery day of each month and must include last delivery day's business. Vendor must submit all credit invoices within 10 days of delivery. Failure to comply will result in District short-paying invoices. All invoices must be received by Mt. Diablo Unified School District Food Services Department, no later than the 10th day of the month following the month to which invoices refer. In addition, vendor must supply a recap by item of all items sold to the District within the invoice period.

- a. **Invoices and recaps shall be mailed to:**
Mt. Diablo Unified School District, Attn: Food Services Department,
2330 Bisso Lane, 2nd Floor, Concord, CA 94520.

Exhibit 1

INSURANCE REQUIREMENTS

Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the provider, its agents, representatives, or employees.

<i>Coverage Required</i>	<i>Limits per Occurrence</i>	<i>Scope-as Broad General</i>
Liability	\$3,000,000.00	As CG001
	\$6,000,000.00	Aggregate
Automobile Liability	\$2,000,000.00	As ISO-CA001
Umbrella/Excess		
Worker’s Comp/Employers Liability*	\$1,000,000.00	As req. by CA
Employers’ Liability	\$2,000,000.00	

***Workers’ Compensation is not needed if sole owners. Workers’ Compensation is required if you have one employee or more.**

The General Liability and Auto Liability policies are to contain or be endorsed to name MT. DIABLO UNIFIED SCHOOL DISTRICT, its officers, officials, employees, and volunteers as additional insured for liability arising out of the activities performed in connection with this contract. The Contractor’s coverage shall be primary and shall apply separately to each insured against whose claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Contractor shall furnish MT. DIABLO UNIFIED SCHOOL DISTRICT original Certificates of Insurance and endorsements (affecting coverage required by this clause) signed by a person authorized to bind coverage on its behalf. Insurance is to be placed with insurers with a current AM Best rating of not less than A: VII the endorsements are to be received and approved by MT. DIABLO UNIFIED SCHOOL DISTRICT before work commences: **January 1, 2024.**

Insurance coverage shall be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$3,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (**\$6,000,000**).
- b. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$2,000,000** per accident for bodily injury and property damage.
- c. **Umbrella/Excess Coverage:** Umbrella coverage with limits of not less than **\$3,000,000** per occurrence shall be provided and will follow form and/or apply over all liability policies, without exception, including but not limited to Commercial General Liability

and Automobile Liability.

- d. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- e. If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. **Additional Insured Status:** The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
 - ii. **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - iii. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared in a separate writing to the office of the District's General Counsel, and must be approved by the District in a separate, written reply. The District may require Contractor to purchase coverage with a lower deductible amount or lower retention or provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the deductible or retention.
 - iv. **Verification of Coverage:** Contractor shall furnish District with original certificates and amendatory endorsements or copies of the applicable policy language effective coverage required under this Agreement. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain and/or provide the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- f. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.
- g. **Note regarding Workers' Compensation Insurance:** Generally, coverage for sole owners is optional. You would, however, need to have workers' compensation coverage for any employee you may hire, even if it's just one employee, and even if it's just temporary employment. You should consult with your attorney, insurance agent or broker, or carrier regarding the specifics of your situation and your options.

- h. The following documentation shall be submitted upon request to the DISTRICT:
- i. Properly executed Certificates of Insurance clearly evidencing all coverage's, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.
 - ii. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
 - iii. Upon DISTRICT'S written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of DISTRICT'S request.
- i. Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- j. Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

Exhibit 2

MT. DIABLO UNIFIED SCHOOL DISTRICT Academic Calendar

MT. DIABLO UNIFIED SCHOOL DISTRICT 2024-2025 INSTRUCTIONAL CALENDAR																
BOARD APPROVED 11/8/2023																
Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
July 2024		1	2	3	4	5	6	Jan 2025				1	2	3	4	
	7	8	9	10	11	12	13		5	6	7	8	9	10	11	
	14	15	16	17	18	19	20		12	13	14	15	16	17	18	
	21	22	23	24	25	26	27		19	20	21	22	23	24	25	
	28	29	30	31				26	27	28	29	30	31			
							(0)								(19)	
Aug 2024					1	2	3	Feb 2025							1	
	4	5	6	7	8	9	10		2	3	4	5	6	7	8	
	11	12	13	14	15	16	17		9	10	11	12	13	14	15	
	18	19	20	21	22	23	24		16	17	18	19	20	21	22	
	25	26	27	28	29	30	31	23	24	25	26	27	28			
							(17)								(19)	
Sept 2024		1	2	3	4	5	6	March 2025							1	
	8	9	10	11	12	13	14		2	3	4	5	6	7	8	
	15	16	17	18	19	20	21		9	10	11	12	13	14	15	
	22	23	24	25	26	27	28		16	17	18	19	20	21	22	
	29	30						23	24	25	26	27	28	29		
							(20)	30	31						(19)	
Oct 2024			1	2	3	4	5	April 2025				1	2	3	4	5
	6	7	8	9	10	11	12		6	7	8	9	10	11	12	
	13	14	15	16	17	18	19		13	14	15	16	17	18	19	
	20	21	22	23	24	25	26		20	21	22	23	24	25	26	
	27	28	29	30	31			27	28	29	30					
							(18)								(16)	
Nov 2024						1	2	May 2025						1	2	3
	3	4	5	6	7	8	9		4	5	6	7	8	9	10	
	10	11	12	13	14	15	16		11	12	13	14	15	16	17	
	17	18	19	20	21	22	23		18	19	20	21	22	23	24	
	24	25	26	27	28	29	30	25	26	27	28	29	30	31		
							(14)								(21)	
Dec 2024		1	2	3	4	5	6	June 2025								1
	8	9	10	11	12	13	14		8	9	10	11	12	13	14	
	15	16	17	18	19	20	21		15	16	17	18	19	20	21	
	22	23	24	25	26	27	28		22	23	24	25	26	27	28	
	29	30	31					29	30							
							(15)								(2)	

T = Work Day, All Teachers	N = New Staff Orientation	L = Legal Holiday	B = Board Holiday	R = School Recess
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July 4: Independence Day July 31: Title I Academy August 1-2: New Staff Orientation August 5-7: All Teacher In-Service Day- Non Student Day August 8: First Student Day Sept 2: Labor Day Oct 4: End of 1st Quarter October 7th-11th: Fall Recess Oct 14-25: Elem. Min. Days For Parent/Teacher Conferences Nov 1: Teacher In-Service- Non Student Day Nov 1: End of 1st Trimester Nov 11: Veterans Day (Observed Nov 10) Nov 25-27: School Recess Nov 28: Thanksgiving Day Nov 29: Board Holiday Dec 20: End of 1st Semester/End of 2nd Quarter Dec 23- Jan 3: Winter Recess	Quarter 1= 41 days Quarter 2= 43 days Quarter 3= 47 days Quarter 4= 49 days Semester 1= 84 days Semester 2= 96 days Trimester 1= 55 days Trimester 2= 62 days Trimester 3= 63 days 180 days	Dec 25: Christmas Holiday Jan 1: New Year's Day Jan 6: School Resumes Jan 20: Martin Luther King Day Feb 17: Presidents Day Feb 21: End of Trimester 2 Mar 10: All Teacher In-Service Day- Non Student Day Mar 14: End of 3rd Quarter Mar 31: Cesar Chavez Day Apr 7-14: Spring Recess Apr 11: Board Holiday May 26: Memorial Day Jun 3: Last Student Day Jun 3: End of 2nd Semester/ 4th Quarter/ 3rd Trimester Jun 19: Juneteenth
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Exhibit 3

EVALUATION CRITERIA

Points of Item to Overall Score	Item Being Scored	Evaluation Criteria	Score for Vendor X	Score for Vendor Y	Score for Vendor Z
90 Points	Price	Lowest Total Bid Price will receive the full 90 points, second lowest will receive 60 points, third lowest will receive 30 points. Total Bid Price will be calculated as follows: (Sum of all prices x the estimated product quantities on the Pricing Spreadsheet) = Total Bid Price			
20 Points	References	Ability to provide 3 K12 references that verify the overall quality of Vendor’s products and services will receive 15 points. Ability to provide 2 K12 references that verify the overall quality of Vendor’s products and services will receive 10 points. Ability to provide 1 K12 references that verify the overall quality of Vendor’s products and services will receive 5 points. Inability to provide any K12 references that verify the overall quality of Vendor’s products and services will receive 0 points.			
20 Points	Experience, Competence	20 points will be awarded using the Questionnaire responses in the K-12 Experience and Leadership Section. A proportional amount of points will be awarded based on the percent of desired responses provided; for example, if 50% of Questionnaire responses are acceptable, 10 points will be awarded.			
10 Points	Sustainability	10 points will be awarded using the Questionnaire responses in the Sustainability Section. A proportional amount of points will be awarded based on the percent of desired responses provided; for example, if 50% of Questionnaire responses are acceptable, 5 points will be awarded.			
10 Point	Ordering and Deliveries	10 points will be awarded using the Questionnaire responses in the Ordering and Deliveries Section. A proportional amount of points will be awarded based on the percent of desired responses provided; for example, if 50% of Questionnaire responses are acceptable, 5 points will be awarded.			
150 Points					

Proposal Response Summary Form
RFP # 1939
2024 GROCERY, FROZEN, AND BAKERY FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT

Return original Response to RFP to:

Mt. Diablo Unified School District

Purchasing Department

ATTN: RFP# 1939 Grocery, Frozen, and Bakery

2326 Bisso Lane, Concord, California 94520

- Unit prices shall be F.O.B. Destination or for the service rendered.
- Vendor shall honor RFP prices for ninety (90) days or for the stated contract period, whichever is longer.
- **Proposals due on Monday, April 22, 2024 at 10:00 a.m.**

Documents to be submitted to make the RFP Proposal Packet:

**Service Level Agreement
RFP # 1939
2024 GROCERY, FROZEN AND, BAKERY FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT**

PURPOSE

The Mt. Diablo Unified School District is seeking competitive proposals to provide district-wide groceries, frozen foods, and fresh bakery items for use in the school meal program.

OBJECTIVE

The Mt. Diablo Unified School District desires to enter into a twelve-month contract for the provision of District-wide groceries, frozen foods, and fresh bakery items. The vendor shall provide all labor, materials, and necessary appurtenances to perform delivery at the MT. DIABLO UNIFIED SCHOOL DISTRICT Central Warehouse located at 2330 Bisso Lane, Concord, CA and the Central Kitchen located at 1266 San Carlos Ave, Concord, CA for the period of **July 1, 2024 to June 30, 2025, with possible 2 one-year extensions, for a possible total contract term of 3 years (7/1/25-6/30/26, and 7/1/26-6/30/27)**. The District is seeking delivery of fresh Bakery items to the Central Warehouse, the Central Kitchen and five District High Schools, listed below. Groceries and frozen items will only be delivered to the Central Warehouse and Central Kitchen.

High Schools:

Concord High School	4200 Concord Blvd., Concord, CA
Mt. Diablo High School	2450 Grant St, Concord, CA
Northgate High School	425 Castle Rock Rd, Walnut Creek, CA
College Park High School	201 Viking Dr, Pleasant Hill, CA
Ygnacio Valley High School	755 Oak Grove Rd, Concord, CA

BACKGROUND

The Mt. Diablo Unified School District is a K-12 public school district located in and around Concord, California, serving the educational needs of over 29,000 PreK-12 students. The District covers over 150 square miles, including the cities of Concord, Pleasant Hill, Clayton; portions of Walnut Creek, Martinez, and unincorporated areas including Lafayette, Pacheco, Pittsburg, and Bay Point. Mt. Diablo Unified School District is one of the largest school districts in the State of California, with over 50 school sites and programs.

The District has:

High Schools – 5

Continuation High School - 1

Middle Schools – 9
Elementary Schools – 28
Alternative & Special Education Schools – 11
Adult Education Centers - 2
Central Kitchen – 1
Central Food Warehouse - 1

SCOPE OF WORK

The vendor will work with the District to deliver a wide range of groceries, frozen foods, and fresh bakery items needed for the school meal program. The vendor will deliver to the Central Warehouse and Central Kitchen on an as needed basis. Fresh Bakery deliveries will be made on a biweekly basis to the Central Kitchen, Central Warehouse, and five District High Schools. Products must be delivered in a clean and sanitary truck. A lift gate and pallets will be required.

AGREEMENT

Below are the details of the service expectations from the successful Bidder upon receiving the award for this RFP. Successful Bidder must understand and agree to the following levels of service if they are to enter into an agreement with Mt. Diablo Unified School District. It is very important that the Bidder understands that the District's Grocery, Frozen and Bakery RFP not only includes the purchase of food products, but includes service/delivery expectations that must be agreed to prior to entering into this agreement.

This is a one (1) year RFP from July 1, 2024 through June 30, 2025, with the possibility of two (2) one-year extensions, July 1, 2025-June 30, 2026 and July 1 2026-June 30, 2027.

1. All products specified will be purchased from the successful Bidder select. The District reserves the right to add or remove as necessary due to school demand.
2. This proposal is for up to two times a week delivery.
3. District will place orders for specific amounts of products on a weekly basis. District and Bidder will work together to determine the order schedule. Online ordering system is preferred. Bidder will provide District with a point of contact available Monday-Friday during business hours.
4. Bidder, by submitting a RFP, shall specify product size, case count, and tie height pallet specifications. Containers must be sealed, labeled with product name, shelf life/best if used by date and storage requirements. Bidder shall include Product Formulation Sheets, Nutritional Analysis and Ingredients list which must be acceptable to the Food & Nutrition Services Department.
5. **All products shall meet Food & Nutrition standards *EAT REAL Undesirable Ingredients List* [Exhibit B] set by the District Food Department.**

6. Advanced approval by Food and Nutrition Services Department Warehouse and Operations Manager or Designee must be obtained prior to substitutions being made. Items substituted must be priced as the same as the item the District would normally receive.
7. Annually, the successful Bidder shall submit a complete listing with usages of all products purchased by the District.
8. All invoices and statements shall be sent to: Mount Diablo Unified School District, Attention: Food and Nutrition Services, 2330 Bisso Lane, Concord, CA 94520.
9. The District reserves the right to add or delete product; increase or decrease amounts; add or delete site locations.
10. Failure to meet these specifications shall entitle the District to cancel the contract with 30 day notice.

Deliveries

1. Any products delivered which are damaged, crushed or questionable will be refused or shall be replaced immediately upon notification.
2. Bidder shall arrange a predetermined time for deliveries to the Central Warehouse by contacting the warehouse **Supervisor at 925-682-8000, ext. 3772.**
3. Bidder and District will work together to set up a delivery schedule for the Central Kitchen and High Schools.
4. All pallets are to be picked up at the time of the next delivery.
5. All delivery tickets must be signed for by the authorized Warehouse Manager or Kitchen Lead Worker on site. Missed deliveries and/or shortages of delivery are unacceptable.
6. Deliveries must be made in a clean and sanitary truck. A lift gate and pallets may be needed for large loads.
7. Deliveries will be accepted during operational hours only. Attached and incorporated hereto as ***Exhibit A - Delivery Points.***
8. A duplicate of the signed invoice ticket shall be left at the delivery location at the time of the delivery. An itemized monthly statement must be sent to the District's Food and Nutrition Services Department. Quantities, item descriptions, unit prices and extended amounts must

be shown on each invoice; this shall apply to all credits (credits must reference original invoice number and date received). The person receiving shall sign invoices and credits.

9. **Substitutions: Any substitutions need to be preapproved before delivery.** Contact Food Services Warehouse and Operations Manager for substitution of items is: 925-825-7440 ext. 3772. Product specifications are based on pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available. If proposing an alternate or “generic” item, please quote it in addition to the (brand requested) if possible. In any case, the District will be the sole judge as to whether the proposed products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District.
14. The successful vendor shall take all necessary precautions as to not damage District premises or property when delivering food items. In case of damage, vendor shall make proper restitutions.
15. Delivery Time/Prices. Prices must be quoted on the basis of F.O.B. to place of delivery (“F.O.B. Destination”) as designated on the District purchase order. All prices are to be considered guaranteed prices and are not to be changed. Actual delivery of goods shall be coordinated with the District Office but shall not exceed the specified delivery time as provided by the Bidders on the RFP form. The District may reject all RFPs (regardless of price) that fail to meet delivery requirements.
 - a. No deliveries shall be made prior to the issuance of a purchase order. Purchase orders will be issued at a reasonable time in advance of the expected date of delivery of product/service. The District reserves the right to reject any delivery made before the issuance of a purchase order at the sole cost of the vendor.
16. Payment. Every attempt will be made to pay invoices within thirty (30) days of receipt of materials (NET 30). **Invoices** are to be rendered **on or after delivery** of merchandise. The District reserves the right to withhold payment until all items on purchase order have been received in good condition.
 - a. All materials delivered or correspondence related to a purchase order shall clearly show the item number specified on the individual District’s purchase order, the purchase order number, and be marked as to contents including quantity. Failure to comply will result in the District’s refusal of acceptance of the materials.

TERMS AND CONDITIONS:

- A. AGREEMENT. Submission of a signed RFP will be interpreted to mean Bidder hereby agree to all the terms and conditions set forth in all the pages of this Request for Proposals. Bidder’s signed RFP and the Mt. Diablo Unified School District’s written acceptance or purchase order shall constitute a contract.
- B. ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Successful Bidder may not assign, transfer or sell any rights or obligations resulting from this RFP without first obtaining the specific written consent of the Mt. Diablo Unified School District.

- C. AUTHORITY OF THE (MT. DIABLO UNIFIED SCHOOL DISTRICT). Subject to the power and authority of the Mt. Diablo Unified School District as provided by law in this contract, the Mt. Diablo Unified School District shall in all cases determine the quantity, quality, and acceptability of the materials and supplies for which payment is to be made under this contract. The Mt. Diablo Unified School District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.
- D. BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed RFP will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.
- E. BRAND NAMES. Manufacturers' names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing items. The Bidder shall state the brand name and number
- F. BRAND SUBSTITUTIONS. Substitutes may be allowed where the replacement product is of equal or better quality and is reviewed and approved in writing by the district. If samples are requested by the Director of Food and Nutrition Services for this determination, they shall be submitted.
- G. CANCELLATION OF RFP. The Mt. Diablo Unified School District may cancel this RFP at any time.
- H. COMPLIANCE WITH OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the Mt. Diablo Unified School District harmless for any failure to so conform.
- I. COMPLIANCE OR DEVIATION TO SPECIFICATIONS. It is understood that the materials, equipment or services offered by the Bidder will meet all requirements of the specifications in this RFP.
- J. CONTRACTOR. The term "Contractor" refers to the party entering into a contract with the Mt. Diablo Unified School District as a result of this RFP.
- K. VENDOR'S EMPLOYEES/VEHICLES – All personnel working under this contract shall be identified by a distinct nameplate, emblem, patch or badge displayed on the outer garment in a visible location and approved by MT. DIABLO UNIFIED SCHOOL DISTRICT. All vehicles shall have the name of the contractor prominently displayed and must be currently licensed throughout the term of this contract. All personnel shall be qualified and properly trained to perform the work required under this contract as well as completing the Criminal Background Check. Vendor shall at all times furnish and maintain sufficient number of vehicles to perform the work of this contract. Trucks must be kept in good repair.
- L. DAMAGE. The Contractor shall be held responsible for any breakage or loss.
- M. INSURANCE REQUIREMENTS. Successful Bidder shall maintain insurance as specified in

(Table 1). The successful Bidder must furnish the Mt. Diablo Unified School District with the Certificates of Insurance proving coverage as specified in (Exhibit 1) and naming the Mt. Diablo Unified School District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

- N. RFP PRICE. The Mt. Diablo Unified School District will not be responsible for determining the logistics or capacities needed to comply with the delivery of goods.
- O. RIGHTS RESERVED.
- a. **Rejection**. The Mt. Diablo Unified School District reserves the right to reject any or all RFPs or any part thereof, or to accept any RFP or any part thereof, or to waive any informality in any RFP, whenever it is deemed to be in the best interest of the Mt. Diablo Unified School District. The Mt. Diablo Unified School District also reserves the right to reject the RFP of any Bidder who has previously failed to perform adequately for the Mt. Diablo Unified School District or any other governmental agency.
 - b. **Cover**. Should the successful Bidder fail to comply with the conditions of this RFP or fail to complete the required work or furnish the required materials within the time stipulated, the Mt. Diablo Unified School District reserves the right to purchase the materials in open market, or to complete the required work, at the expense of the successful Bidder.
 - c. **Severability**. If any provision or any portion of any provision, of any contract resulting from this RFP shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.
- P. TERMS OF THE CONTRACT. The terms of the contract shall be limited to the terms herein unless expressly agreed otherwise in writing by the Mt. Diablo Unified School District.
- Q. FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the Mt. Diablo Unified School District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, pandemics, strikes and unusually severe weather.
- R. FORMATION OF CONTRACT. Bidder's signed RFP and Mt. Diablo Unified School District's written acceptance shall constitute a binding contract.
- S. ASSIGNMENT. The successful proposer shall not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, firm, or corporation without the previous consent in writing by the District.
- T. CONTRACT TERM. It is the intent to award the contract(s) for an initial one-year period with the option to renew it for two, one-year periods for a possible total contract term of three years. The decision to renew the contract(s) will be at the sole discretion of the District and agreed upon by both parties.
- U. Proposers must agree to fix contract fees for the first year. If the organization intends to

revise its fee schedule after the initial one-year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90-day notice. These fees are subject to negotiation and approval by the District.

- V. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall, at its own expense, hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all claims, demands, liability, loss, damage, expense, costs (including without limitation reasonable attorneys' fees and costs of litigation) of every nature arising out of or in connection with all acts or omissions to act of Contractor or its officers, agents, or employees related to the performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
- W. INSURANCE. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless separately disclosed by Contractor in writing to the General Counsel of the District, and approved and confirmed in separate writing as acceptable by the District. See Exhibit 1 for limits and term details.
- X. INDEPENDENT CONTRACTOR This Contract is by and between District and vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between District and vendor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever.
- Y. The employees and agents of each party, shall, while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security and requirements.
- Z. LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the county of Contra Costa, in State of California. The parties further stipulate that the county of Contra Costa, CA, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

PRICING

****See Pricing List Spreadsheet on MDUSD website for RFP# 1939:**

<https://mdusd.org/finalsite.com/departments/business-services/purchasing-warehouse/bid-information/non-construction-bids>

Complete Pricing List and submit with this Proposal on a USB drive, or email spreadsheet to McClanahanE@mdusd.org after the April 22, 2024 10:00am deadline.

Date: _____
Company Name: _____
Address: _____
Signature(in BLUE ink): _____
Print Name: _____
Title: _____

MT. DIABLO UNIFIED SCHOOL DISTRICT:

District Address: 1939 Carlotta Drive, Concord, California 91519
Date: _____
Authorized Signature(in BLUE ink): _____
Print Name: Adrian Vargas
Title: Chief Business Officer

FOOD AND NUTRITION SERVICES & WAREHOUSE DEPARTMENT:

Contact Person, Title: Alexandra Emmott, Director
Warehouse and Office Address: 2330 Bisso Lane, Concord, California 94520
Email: EmmottA@mdusd.org
Phone: (925) 682-80000 Ext. 3775

Exhibit A

**MT. DIABLO UNIFIED SCHOOL DISTRICT
DELIVERY POINTS**

CENTRAL FOOD WAREHOUSE

Central Food Warehouse 2330 Bisso Lane, Concord, CA 94520
925-682-8000 ext. 3770

Delivery days will be Monday through Friday, 4:30 a.m. to 11:30 a.m.

CENTRAL KITCHEN

Central Kitchen 1266 San Carlos Ave, Concord, CA 94518
925-682-8000 ext. 7312

Delivery days will be Monday through Friday, 5:30 a.m. to 12:30 p.m.

HIGH SCHOOLS (Fresh Bakery Items Only)

Concord High School	4200 Concord Blvd., Concord, CA	925-682-8000 ex. 3336
Mt. Diablo High School	2450 Grant St, Concord, CA	925-682-8000 ex. 3442
Northgate High School	425 Castle Rock Rd, Walnut Creek, CA	925-682-8000 ex. 3540
College Park High School	201 Viking Dr, Pleasant Hill, CA	925-682-8000 ex. 3236
Ygnacio Valley High School	755 Oak Grove Rd, Concord, CA	925-682-8000 ex. 3643

Delivery days will be Monday through Friday, 6:30 a.m. to 1:30 p.m.

Exhibit B

Undesirable Ingredients

- acesulfame-K (acesulfame potassium)
- acetylated esters of mono and diglycerides aluminum calcium silicate
- ammonium chloride artificial colors
- artificial flavors
- aspartame
- azodicarbonamide
- benzoates
- benzoyl peroxide
- BHA (butylated hydroxyanisole)
- BHT (butylated hydroxytoluene)
- bleached flour
- bromated flour
- brominated vegetable oil (BVO)
- calcium bromate
- calcium disodium EDTA
- calcium peroxide
- calcium phosphate
- calcium propionate
- calcium saccharin
- calcium sorbate
- calcium stearoyl-2-lactylate
- caprocaprylobehenin
- carmine
- certified colors
- cyclamates
- cysteine (l-cysteine)
- DATEM (Diacyl tartaric and fatty acid esters of mono and diglycerides)
- dimethylpolysiloxane
- dioctyl sodium sulfosuccinate (DSS)
- disodium calcium EDTA
- disodium dihydrogen EDTA
- disodium guanylate
- disodium inosinate
- EDTA
- ethyl vanillin
- ethylene oxide
- ethoxyquin
- FD & C colors
- foie gras
- GMP (disodium guanylate)
- hexa-, hepta- and octa-esters of sucrose
- high fructose corn syrup
- hydrogenated fats
- hydrolyzed proteins (vegetable, wheat, soy, whey, etc.)
- IMP (disodium inosinate)
- lactylated esters of mono- & diglycerides
- methyl silicon
- methylparaben
- microparticulated whey protein derived fat substitute
- monosodium glutamate (MSG)
- natamycin
- neotame
- nitrates/nitrites
- partially hydrogenated oil
- polydextrose
- potassium benzoate
- potassium bromate
- potassium phosphate
- potassium sorbate
- propionates
- propyl gallate
- propylparaben
- saccharin
- sodium aluminum phosphate
- sodium aluminum sulfate
- sodium benzoate
- sodium diacetate
- sodium glutamate
- sodium nitrate/nitrite
- sodium phosphate
- sodium propionate
- sodium stearoyl-2-lactylate
- sorbic acid
- sorbitol
- sucralose
- sucroglycerides
- sucrose polyester
- sulfites (except in wines, meads, and ciders)
- TBHQ (tertiary butylhydroquinone)
- tetrasodium EDTA
- theobromine
- vanillin

Non-Collusion Declaration
RFP # 1939
2024 GROCERY, FROZEN, AND BAKERY FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT
Public Contract Code § 7106
(To Be Submitted With Proposal)

The undersigned declares:

I am the _____ **[PRINT YOUR TITLE]**

of _____ **[PRINT FIRM NAME]**,

the party making the foregoing Contract.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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 and that this declaration is executed on the following date:

Date: _____

Company Name: _____

Address: _____

Signature(in BLUE ink): _____

Print Name: _____

Title: _____

BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE
RFP # 1939
2024 GROCERY, FROZEN, AND BAKERY FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT
(To Be Submitted With RFP)

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in **Request for Proposal #1939 – 2024 Grocery, Frozen, and Bakery for Mt Diablo Unified School District**. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Mt. Diablo Unified School District as Additional Insured for the work specified. Term levels specified in Exhibit 1 of RFP.

Date: _____

Company Name: _____

Address: _____

Signature(in BLUE ink): _____

Print Name: _____

Title: _____

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION
(To Be Submitted With RFP)

RFP # 1939 - 2024 GROCERY, FROZEN, AND BAKERY FOR MT. DIABLO UNIFIED SCHOOL DISTRICT between the Mt. Diablo Unified School District (“District”) and

(“Contractor” or “Bidder”)

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of *Education Code section 45125.1* with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in *Education Code section 45122.1*. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project sites and the employees of the Subcontractor(s) that will be on the Project sites are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov>).

Contractor’s responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Company Name: _____

Address: _____

Signature(in BLUE ink): _____

Print Name: _____

Title: _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE
RFP # 1939
2024 GROCERY, FROZEN, AND BAKERY FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT
(To be submitted with RFP)

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

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

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

ATTEST:

By _____ Signature

Printed Name & Title

TOBACCO-FREE ENVIRONMENT CERTIFICATION

(To Be Submitted With RFP)

RFP # 1939 - 2024 GROCERY, FROZEN, AND BAKERY FOR MT. DIABLO UNIFIED SCHOOL DISTRICT: between Mount Diablo Unified School District (the “District” or the “Owner”) and

(the “Contractor” or “Bidder”).

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, *20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq.* and *District Board Policies*, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Company Name: _____

Address: _____

Signature(in BLUE ink): _____

Print Name: _____

Title: _____

DRUG-FREE WORKPLACE CERTIFICATION
(To Be Submitted With RFP)

RFP # 1939 - 2024 GROCERY, FROZEN, AND BAKERY FOR MT. DIABLO UNIFIED SCHOOL DISTRICT between Mt. Diablo Unified School District (the “District” or the “Owner”) and

(the “Contractor” or the “Bidder”)

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to *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 or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of *Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990*.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. 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;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person’s or organization’s policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to RFP 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 RFP 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 *Section 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*.

Date: _____

Company Name: _____

Address: _____

Signature(in BLUE ink): _____

Print Name: _____

Title: _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

RFP # 1939

**2024 GROCERY, FROZEN, AND BAKERY FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT**

(To be Submitted with Response)

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to *Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965*, during the performance of each contract with the Mt. Diablo Unified School District, the Contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the contractors' commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of *Executive Order 11246 of September 24, 1965*, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by *Executive Order 11246 of September 24, 1965*, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor’s non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the contractor may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with *Executive Order 11246 of September 24, 1965*, and such other sanctions may be imposed and remedies invoked as provided in *Executive Order 11246 of September 24, 1965*, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to *Section 204 of Executive Order 11246 of September 24, 1965*, so that such provisions will be binding upon each Subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Certification on Non-Segregated Facilities

The contractor hereby certifies that it does not or will not maintain segregated facilities not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

Date: _____

Company Name: _____

Address: _____

Signature(in BLUE ink): _____

Print Name: _____

Title: _____

Reference Form
RFP # 1939
2024 GROCERY, FROZEN, AND BAKERY FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT
(To be Submitted with Response)

Reference #1

Name and Title: _____

Organization: _____

Phone Number: _____

Email: _____

Number of years you have been serving this customer: _____

Is this a K12 School District? YES NO

Reference #2

Name and Title: _____

Organization: _____

Phone Number: _____

Email: _____

Number of years you have been serving this customer: _____

Is this a K12 School District? YES NO

Reference #3

Name and Title: _____

Organization: _____

Phone Number: _____

Email: _____

Number of years you have been serving this customer: _____

Is this a K12 School District? YES NO

Questionnaire

RFP # 1939
2024 GROCERY, FROZEN, AND BAKERY FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT
(To be Submitted with Response)

1. Ordering and Deliveries:

- a. Do you require a minimum order for deliveries? If Yes, please describe.
- b. What is your procedure for notifying customers of shortages or substitutions?
- c. What lead time do you require for orders to guarantee a 95% fill rate?
- d. What is your procedure for notifying customers of a recall?
- e. Please briefly describe your company's order system below. **Please attach a training guide or screen shot of your system to this form.**

2. K-12 Experience and Leadership:

- a. Please describe your company's experience working with Public K-12 School Districts, including the number of districts served and length of time working with these districts.
- b. What strategies or systems, if any, does your company employ to meet the needs of Public K-12 School Districts?
- c. Has your company backed out of a distribution contract with a K12 school district midyear in the last 2 years? If Yes, please provide an explanation.
- d. Has your company defaulted or been replaced at the will of a K12 school district in the last 2 years? If Yes, please provide an explanation.

- e. Please describe your core leadership team and their experience working with the K-12 market. Resumes may be attached to this form, but are not required.
- f. How does your company track and catalog Product Formulation Statements and Child Nutrition Labels? How do your customers access these documents – online, as part of your order system, or via email?
- g. How does your company track and catalog Buy American Provision documentation? How do your customers access these documents – online, as part of our order system, or via email?

3. Sustainability:

- a. Please briefly describe your company’s sustainability commitments, policy, or actions. If you have a formal sustainability policy or statement, please attach it to this form.
- b. Does your company work with local (Northern California) family owned companies? If so, what products do you source and in what volume? What percentage of your overall product offering comes from within California?
- c. What strategies does your company employ to procure animal products raised without the use of non-therapeutic antibiotics at affordable prices?
- d. MDUSD is committed to ongoing school meal improvement, including the procurement of food that meets the Eat Real Standards (Exhibit B). What strategies will your company employ to assist MDUSD with this work? How have you worked with other Districts in the past to procure high quality regional food items at a reasonable cost?