



Request for Proposal

RFP No. 2027-04 FROZEN, REFRIGERATED, DRY GOODS

Submittal Deadline:

Wednesday, April 15, 2026, at 12:30 PM, PST

Deliver to:

**Solana Beach School District
Business Services Department (Building E)
309 N. Rios Avenue
Solana Beach, CA 92075**

Contact:

**Vickie Leckie, Senior Buyer
vickieleckie@sbsd.net or 858-794-7132**

**Assistant Superintendent of Business Services
Antonio Gurrola Jr.**

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QUICK REFERENCE PAGE

RFP Number2027-04
Project NameFROZEN, REFRIGERATED, DRY GOODS
Publication of NoticeMarch 18, 2026
Publication DatesMarch 18, 2026 and March 25, 2026
Deadline for Questions or InquiriesApril 1, 2026, 2:00PM
Deadline for Substitution RequestApril 1, 2026, 2:00 PM
Submit Questions toEmail: vickieleckie@sbsd.net
Final Addendum IssuedApril 8, 2026, 2:00 PM
RFP Packet Due Date (Deadline)April 15, 2026, 12:30 PM
Estimated Date for Award of ContractMay 13, 2026
Number Contracts to be AwardedNumber (One (1))

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NOTICE OF REQUEST FOR PROPOSALS (RFP)

NOTICE IS HEREBY GIVEN that Solana Beach School District (“District”) of San Diego County, California, acting by and through its Board of Trustees, will receive up to, but not later than, **(Wednesday, April 15, 2026, 12:30 PM), PST**, sealed RFPs for the award of a contract for

RFP No. 2027-04 - Frozen, Refrigerated, Dry Goods.

Each RFP proposal must conform and be responsive to this Notice, Proposal Instructions and Conditions, and all other documents comprising the pertinent Agreement. All interested parties may obtain a copy of the RFP, at no charge, from the District’s website: <http://www.sbsd.net/purchasing>.

Sealed RFP proposals shall be delivered to the Solana Beach School District, Business Services Department (Building E), Attention: Vickie Leckie located at 309 N. Rios Avenue, Solana Beach, CA 92075. Responses must be sealed and clearly marked “**RFP No. 2027-04 - Frozen, Refrigerated, Dry Goods**”. It is the Proposer’s responsibility to ensure that the District receives its RFP proposal by the date and time specified above. The District will deem any RFP proposal received in the Business Services Department after this date and time to be non-responsive and will return the RFP to the Proposer unopened. The District will not accept facsimile or electronic copies of the RFP proposal.

Each Proposer is solely responsible for monitoring the website and ensuring that they have reviewed all documents, addenda, and/or clarifications prior to submitting responses. Failure to acknowledge changes to the RFP may result in a determination that the proposal is nonresponsive. The District will post answers to questions online at Solana Beach School District’s website: <http://www.sbsd.net/purchasing> by Wednesday, April 1, 2026.

The District reserves the right to accept or reject any or all RFP proposals or combination of RFP proposals and to waive any irregularities or informalities in any RFP proposal or in the bidding process. Submission of a bid shall constitute an irrevocable offer. No Proposer may withdraw any RFP proposal for a period of sixty (60) calendar days after the date set for the opening of this RFP. The District will not consider any objections concerning the application, meaning, or interpretation of these specifications after the opening of the subject bids. For questions, please contact Vickie Leckie @ vickieleckie@sbsd.net.

Dated this 18th day of March 2026

Katherine Süel

Katherine Süel
Clerk of the Governing Board
Solana Beach School District

Publication Dates: The Daily Transcript on March 18 and 25, 2026

INTRODUCTION AND OVERVIEW

1. **Purpose:** The purpose of this RFP is to assist the District in selecting an experienced and qualified Vendor, based on price and overall evaluation, as determined by the District in its sole discretion. Therefore, the District has and shall retain the sole discretion to implement any methods or procedures for selection of a Vendor or Vendors as the District deems appropriate to secure the most cost-effective high quality solution for the District. Without limiting the foregoing, such procedures may include review of proposals and interviews of one or more prospective Vendors by a review and selection committee composed of any of the Districts' employees, officials of other public agencies, consultants, community members and/or others. The District reserves the right to request additional information and/or clarifications from any or all Vendors that respond to this RFP.
2. **Vendor Qualifications and Requirements:** The successful Vendor must meet or exceed minimum qualification requirements as described herein. All submitted proposals must provide, at a minimum, all requested information contained within the "RFP Submittal Packet." Any portion not included in the proposal may be cause for rejection by the District. The information should be organized as indicated in the Proposal Preparation Instructions and Specifications. The District reserves the right to eliminate from further consideration any proposal deemed substantially or materially unresponsive to the RFP.
3. **California Processed Food Registration Requirement**
 - a. **Registration Requirement:** All vendors must possess a valid California Processed Food Registration as mandated by the California Health and Safety Code Section 110460.
 - b. **Documentation Submission:** Vendors are required to submit a copy of their current California Processed Food Registration certificate as part of their proposal submission.
 - c. **Compliance Verification:** The registration must be valid and in good standing at the time of submission and throughout the duration of the contract.
 - d. **Statutory Reference:** This requirement is in accordance with California Health and Safety Code Section 110460, which mandates registration for entities engaged in the processing of food products within the state.
4. **Public Records:** All information submitted to this solicitation is subject to public record requests upon opening at specified proposal opening date and time in accordance with California Government Code 6250-6270. Proposers must include Federal and State Certifications in responses to the RFP. All information submitted will be subject to public disclosure under the California Public Records Act (CPRA) or any other applicable laws.
5. **Term:** The District will award the selected Vendor(s) a contract for a period of one (1) year, from July 1, 2026 through June 30, 2027. By mutual agreement between the District and the Awardee, this contract may be renewed for two (2) additional one-year periods (not to exceed a total of three (3) years). The District may authorize Contract renewals in one-year increments under the same terms and conditions as the original agreement.
6. **Questions Concerning the Request for Proposals:** Any questions pertaining to this Request for Proposal ("RFP") are to be directed via e-mail only to Vickie Leckie at vickieleckie@sbsd.net. The District must receive any questions no later than **Wednesday, April 1, 2026, 2:00 PM, PST**. The District will post any clarifications resulting from questions on the Purchasing Department's website <http://www.sbsd.net/purchasing>. The District will **NOT** address any questions received after **Wednesday, April 1, 2026, 2:00 PM, PST**.
7. **Standards of Conduct:** The Solana Beach School District expects respondents to maintain high ethical standards throughout the competitive solicitation process. Vendors must operate with integrity, in an ethical manner and in compliance with all applicable laws, rules and regulations applicable to their industry and place of business. Vendors shall not engage in bribery, corruption, embezzlement, extortion, kickbacks,

excessive commission, inducements or fees or any other prohibited business practices. The District will consider any respondent found to be engaging in such practices to be a non-responsible Proposer and may reject its proposal on that ground.

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PROPOSAL PREPARATION INSTRUCTIONS AND SPECIFICATIONS

COVER LETTER

Only the individual(s) authorized to bind the Vendor contractually may sign the cover letter, which shall be a part of the proposal. If the cover letter is unsigned, Solana Beach School District (SBSD) may reject the proposal. The District may also reject any proposal that fails to include the following required information:

- Name of responding company.
- Respondent's name, title, address, phone number, and the e-mail address of the representative who will be designated as the primary liaison to the District and authorized to bind the Respondent in a contract.
- A statement expressing the Respondent's willingness to provide the products and services described in this RFP.
- A statement expressing the Respondent's ability to perform the services identified in the Specifications / Scope of Work (Exhibit A), including availability of staff and other required resources to meet all deliverables as described in this RFP.
- The following certification:

“By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.”

RFP SUBMITTAL REQUIREMENTS

To be considered, Proposers must submit properly executed proposals in accordance with the following instructions upon forms obtained from the District:

- 1. Number of Copies:** Each Proposer must submit one (1) original “hard copy” and one (1) “electronic copy” (.pdf on a “thumb drive”) of their proposal to the District by any method desired, with the following exception: the District will NOT accept any submittal sent by facsimile transmission, e-mail, or other electronic means.
- 2. Page Format:** The font size of the text included in the proposal must not be less than 11. The District requires submission of proposals organized in the following order:
 - a. Cover Letter followed by additional proposal components.
 - b. The “Proposal Form,” including pricing for products and/ or services offered. The quotation sheets provided in this RFP must be used when submitting your proposal (no exceptions).
 - c. The Agreement and all the Districts provided forms requiring signature or information completed and submitted in numerical page order.
 - d. Hard copies must have a wet signature in longhand by an authorized signer. The name of each person signing shall also be typed or printed below the signature line.
 - e. All items on the form must be filed out in either blue or black ink or typed prior to submission.

- f. All forms must be filled out completely and verified as they cannot be corrected after the Proposals are opened.
 - g. The prices shall be stated in the specified units. The District will not be responsible for errors in extensions. In case of discrepancy, unit prices shall govern.
 - h. Additional information provided by Proposer, if desired (not to exceed six (6) single-sided pages; or three (3) double-sided pages).
- 3. Proposals must be Sealed:** All proposals must be submitted in sealed envelopes bearing the name of the Proposer, their address, and the name of the Project for which the proposal is submitted. This information must be stated on the exterior of the envelope. Additionally, responses must be identified as follows:

RFP NUMBER 2027-04
Company or Vendor Name Submitting Proposal
Date Due and the Time Due

If Proposer uses a delivery service that prohibits markings on their envelopes or package, this information must be placed on the outside of an interior envelope or package.

- 4. Address for Submitting Responses:** The District will receive proposals at Solana Beach School District, Business Services Department (Building E), Attention: Vickie Leckie located at 309 N. Rios Avenue, Solana Beach, CA 92075.
- 5. Responsibility for Delivery of Proposals:** Each Proposer shall be solely responsible for ensuring that their proposal is received by the District at the designated location before the deadline. The District will return all proposals received after the scheduled closing time for receipt the Proposer unopened.
- 6. Deadline for Submitting Responses:** The deadline for submitting proposals in response to the Request for Proposals is not later than **Wednesday, April 15, 2026, 12:30 PM, PST.**

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INSTRUCTIONS, TERMS, AND CONDITIONS

1. **Submittal of Proposals:** To receive consideration, Proposers must submit proposals in accordance with the following instructions:
 - a. Proposals must be made using the proposal form(s) obtained from the District's Purchasing Department web page: <http://www.sbsd.net/purchasing>. Proposals shall be written in ink or typed before submission. Proposals are to be verified as they cannot be corrected after proposals are opened. The completed form shall be without interlineations, corrections, alterations, or erasures unless each such correction is suitably authenticated with the initials of the person signing the bid. The District will not consider alternative proposals unless requested in the specifications. No oral or telegraphic modifications will be considered.
 - b. Before submitting a proposal, Proposers shall carefully examine specifications documents. They shall fully inform themselves as to all existing conditions and limitations and shall ensure that unit cost and total cost is reflected in the proposal. No allowance will be made because of lack of such examination or knowledge.
 - c. The proposal must be signed in the name of the Proposer and must bear the signature of the Proposer with the usual signature of the person or persons duly authorized to sign the proposal. Each bid submitted must give the full business address of the Proposer. The name of each person signing shall also be typed or printed below the signature.
 - d. Changes in or additions to the proposal form, recapitulations of the work proposal, alternative proposals, or any other modification of the proposal form that is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive.
 - e. The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the proposal.
 - f. The use of the name of a manufacturer, or any special brand or make, in describing any item in the Contract Documents does not restrict Proposers to that manufacturer or specific article. An equal of the named product will always be given due consideration. Vendor shall submit a Product Substitution Request Form with all supporting documentation by April 1, 2026, 2:00 PM. The District may require submission of a sample for demonstration purposes of any items offered as a substitute in place of a specified product.
 - g. All items on which proposals are submitted must be equal or better in quality and utility to those manufacturers or brands specified by the District.

- h. The make or brand and grade of the article on which proposal is submitted should be stated in the proposal form. When the make or brand and grade of the article is not stated it will be understood to be the specific article named by the District.
- i. No proposal shall include California sales or use tax, or Federal excise tax.
- j. All proposals on items shall be Freight On Board (“F.O.B.”) school district to the District delivery locations as specified. All delivery costs and charges shall be included in the proposal price. Prices must be stated in the units specified and Vendors should quote each item separately. The District will not pay shipping and handling charges. **Additional fuel surcharges will not be accepted on invoices as delivery is F.O.B. DESTINATION, with any delivery costs to be included in proposal pricing.**
- k. No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices proposed.
- l. When requested, Vendors shall submit properly marked samples of each item proposed to:

Solana Beach School District
Business Services Department
Attention: Vickie Leckie
309 N. Rios Avenue
Solana Beach, CA 92075

- m. Each sample submitted must be marked in such a manner that the marking is fixed so that the identification of the sample is assured. Such marking shall state the following: 1) name of Proposer; 2) Request for Proposal (“RFP”) number; and 3) item number. Proposals and samples must not be sent in the same package.
 - n. Samples of items, when required, must be furnished free of expense to the District and if not destroyed through testing, will, upon request, be returned at the Proposer’s expense.
 - o. All articles supplied under the contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the Vendor.
2. **Examination of Contract Documents:** Vendors shall thoroughly examine and be familiar with all RFP documents, including the Specifications / Scope of Work. The failure or omission of any Vendor to receive or examine any contract documents, forms, instruments, addenda, or other documents shall in no way relieve any Vendor from obligations with respect to this contract. The submission of a proposal shall be taken as prima facie evidence of agreement to this provision.

3. **Addenda**: Any addenda issued by the District becomes a part of the RFP documents; Proposals must correspond to addenda information. It is the sole responsibility of the Proposer to ensure all addenda are accounted for in the proposal prior to submission.
4. **Withdrawal of Proposals Prior to Submission Due Date**: Any Proposer may withdraw their proposal, either personally or by a written request, at any time prior to the scheduled time for submission of Proposals, but not after the date and time set for opening proposals.
5. **Withdrawal of Proposals after Opening**: Proposals constitute irrevocable offers. No Proposer may withdraw its proposal for a period of sixty (60) days after the date set for the submission.
6. **Opening of Proposals**: The District will open proposals at the time and place scheduled in the Notice of Request for Proposals.
7. **Award or Rejection of Proposals**: 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 responsible Proposer whose responsive proposal has been determined to be the most advantageous to the District with price and other factors considered. Proposers are responsible for providing all materials to meet specifications as presented unless otherwise outlined within this RFP.

Award shall be based on the highest number of points given during the evaluation process based on the weighted factors indicated in the RFP Scoring Rubric included in this RFP. Scoring metrics are provided on page 35 of 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 accept or reject any one or more items within a Proposal, and to waive any informality in the proposals, or in the proposal process, 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 decision resulting from the evaluation process as to which proposal best meets the needs of the District shall be in the District's sole discretion.

8. **Equal Proposals**: When Proposals are scored equally according to the RFP scoring rubric, the District will draw lots, witnessed by three (3) impartial observers, to break the tie pursuant to California Public Contract Code Section 20117.

- 9. Interpretation of Documents:** If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may contact the District to request an interpretation or correction thereof. The District may require that such request be in writing, in which case the person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by addendum duly issued by the District and a copy of such addendum may be secured by prospective Proposers from the District's Business Services Department webpage: <http://www.sbsd.net/purchasing>. The District will not be responsible for any other explanation or interpretation of the proposed documents.
- 10. Proposers Interested in More than One Proposal and Proposers Not Qualified to Propose:** No person, firm, or corporation shall be allowed to make or file or be interested in more than one proposal for the same items, unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a Proposer, or who has quoted prices of materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers or making a prime proposal. **No person, firm, or corporation shall be allowed to submit a proposal who has participated in the preparation of contract specifications; the District may deem such Proposer with a conflict non-responsible.**
- 11. Proposal Form:** The Proposal Form defines the requirement of items to be purchased and must be completed and submitted with the proposal. Quote on each item separately. Prices must be stated in units specified herein or trade standard. Each item must be considered separately and not in combination with other items unless otherwise specified on Proposal Form by the District. Trade discounts must be deducted from price offers and only the net amount shown on Proposal Form. In case of error, unit prices will govern, and extensions will be corrected
- 12. Demonstrations:** It is the responsibility of the Proposer to propose items comparable in quality to the brands specified. If the District considers a need, the Proposer shall be required to arrange demonstrations of items or services proposed. Failure to be able to provide such working demonstration may disqualify the Proposer's proposal. All demonstrations shall be provided free of charge to the District. The District may require a Proposer to reimburse the District for travel to demonstrations not held at the District's facility.
- 13. Restricted Proposal:** Only those companies fully licensed, equipped and experienced in the work being performed, with skilled personnel immediately available and able to obtain necessary products and services immediately, shall be considered qualified Proposers for this contract.
- 14. Conditional Proposals:** The District reserves the right to reject any proposal that imposes conditions or terms on purchases that were not specified in the original solicitation.
- 15. Errors and Omissions:** It shall be the responsibility of the Proposers 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. If a proposing vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the Proposer shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as such clarification shall be given by written notice to all parties who have been furnished with a Request for Proposals.

16. Deviations from Solicitation Terms and Conditions: Deviations from any term or condition contained in this solicitation may cause a proposal to be rejected as nonresponsive. All deviations must be clearly noted at time of submission of proposal. If not noted, the assumption is that the Vendor is proposing as specified.

17. Independent Contractor Status and IRS Requirements: The District shall view the legal position of the Proposer as an "independent contractor" in a contractual relationship. While engaged in carrying out the terms and conditions of the Contract, the Awardee is an independent contractor and not an officer, employee, agent, partner, or joint venture of the District, therefore shall obtain no rights to benefits that accrue to the District's employees. All persons employed to furnish services are employees of the Proposer and not of the District.

- a. The District shall not be liable for any of the contractor's acts or omissions performed under the contract to which the Proposer is party.
- b. The Proposer will complete IRS form W-9 providing taxpayer identification number and also indicate whether Proposer is a corporation, sole-proprietor, partnership, individual, etc. Proposer receiving a contract award must submit this form along with its submission of an executed copy of the contract.

18. Past Performance: A Vendor may be ruled "non-responsible" based upon Vendor's unacceptable past performance, which may include, but is not limited, to late/non-deliveries, partial deliveries, delivery of wrong materials, products, not meeting specifications, providing incorrect prices, invoicing problems, default, etc.

19. References: Awardees must provide a minimum of three (3) customer references that are current within the last three (3) years. These references must have received services that were similar in the scope and nature of the services being requested in this solicitation. The District may contact any or all references during the evaluation process. Vendors must complete and submit the Vendor Reference form (Attachment A) contained herein.

20. Pre-Award Meeting: The apparent responsible Vendor that submitted the highest scoring responsive proposal may be required to attend a pre-award meeting with the District representative, within five (5) calendar days of the District's request. The purpose of the pre-award meeting will be to discuss and evaluate the Vendor's experience in the performance of a contract of similar scope, to discuss the invoicing and credit requirements, and to assure the District representatives that the Vendor possesses an understanding of the scope of the contract including the service, insurance, and delivery requirements of the District. The

decision of the District's representatives as to the ability of the Vendor to successfully service this Contract in accordance with the requirements shall be final.

- 21. Liquidated Damages:** The District shall hold the successful Proposer liable and responsible for all damages that the District may sustain because of Proposer's failure to comply with any conditions herein. If the successful Proposer fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful Proposer. Costs accrued by the District for a purchase resulting from a failure to perform, shall be invoiced to the successful Proposer, taken as a credit against the vendor, or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. In addition, a charge of One Hundred Dollars (\$100.00) will be assessed to cover administrative costs for processing of third-party orders resulting from non-performance.
- 22. 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 Vendor, as in its judgment may be necessary to cover defective items not remedied. The District may apply such withheld amount or amounts to the payment of such claims in its discretion.
- 23. Hold Harmless Clause:** The successful Vendor agrees to defend and hold harmless the District, its Governing Board, officers, directors, agents, employees, and independent contractors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits actions, payments, judgments (including legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the successful Vendor or any of its officers, employees, agents, or subcontractors; or (b) arise from any act, omission, or breach by the successful Vendor or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The successful Vendor further agrees to provide Certificates of Insurance as specified herein. In addition to Vendor's obligation to indemnify the District, Vendor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the District from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time sub claim is tendered to Vendor by District and continues at all times thereafter.
- 24. Insurance:** The successful Vendor, 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. The successful Vendor shall maintain adequate insurance to protect itself and the District from claims for damages or personal injury, including but not limited to, death, damage to property and loss of property, and from claims under Workers' Compensation Acts, which may arise from operations under a contract with the District. 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. The successful Vendor shall be required to file the following proof of such insurance with the District prior to receiving authorization to proceed on a contract:

24.1	Comprehensive General Liability
	<p>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.</p> <p>The Commercial General Liability Coverage shall include the following endorsements:</p> <ul style="list-style-type: none"> • 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”.
24.2	Automobile Liability
	<p>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).</p>
24.3	Worker's Compensation
	<p>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.</p>
24.4	Proof of Insurance Requirements/Endorsement
	<p>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 the District, its officers, employees, agents, or volunteers.</p>

Additional Certificate Holder: Any general liability policy provided by the Contractor hereunder shall contain an endorsement which applies its coverage to the District, members of the District’s board of trustees, and the officers, agents, employees, and volunteers of the District the State Allocation Board, if applicable the architect and the architect’s consultants, individually and collectively, as additional insured.

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned commercial liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance, in amounts as follows:

- Automotive and truck, where operated, in automobile amounts above;
- Material hoist, where used, in automobile amounts above.

Workers Compensation Insurance: Statutory Coverage according to Labor Code Section 3700.

Waiver of Subrogation: To the fullest extent permitted by law, Vendor agrees to waive, and shall cause its insurers to waive, all rights of subrogation against District, its Board, officers, employees, agents, volunteers, and authorized representatives for losses, claims, or damages arising out of or relating to this Agreement to the extent covered by insurance required under this Agreement or by insurance otherwise maintained by Vendor.

Required Endorsements. Vendor shall obtain and maintain insurer endorsements evidencing such waivers of subrogation as follows (or equivalent insurer forms):

Workers' Compensation: Waiver of Subrogation endorsement (e.g., WC 04 03) in favor of the District and its covered persons;

Commercial General Liability: Waiver of Transfer of Rights of Recovery Against Others to Us (e.g., CG 24 04) naming the District and its covered persons;

Automobile Liability: Waiver of subrogation (insurer letter or endorsement acceptable to the District if a standard ISO waiver form is not available);

Property/Equipment/Installation Floater (if applicable): Waiver of subrogation in favor of the District for loss or damage to Vendor's property used in performance of the Agreement.

Primary & Non-Contributory; Separate from Indemnity. The waiver of subrogation is in addition to any primary & non-contributory requirements and independent of indemnity obligations. Nothing in this clause shall be construed to require the Vendor to waive rights for losses not covered by insurance nor to increase limits or broaden coverage beyond those required elsewhere in this Agreement.

No Waiver of District Immunities. Nothing in this Agreement waives or diminishes any immunities, defenses, limitations of liability, or rights of the District under the California Government Claims Act (Gov. Code § 810 et seq.), Education Code, the California Constitution, or other applicable law.

Evidence of Coverage. Prior to commencing services, and upon renewal or replacement of any policy, Vendor shall provide Certificates of Insurance accompanied by the actual waiver endorsements required by

this Section. Blanket/automatic waiver endorsements are acceptable if they expressly apply when required by contract.

Survival. This Waiver of Subrogation shall survive expiration or termination of the Agreement to the extent any covered occurrence giving rise to an insurer's subrogation interest occurs during the policy period(s) applicable to Vendor's work under this Agreement.

Notice of Material Insurance Change: Vendor shall provide written notice to the District at least thirty days in advance of any material insurance change, not just cancellation.

25. Proposal/Bid Security: No Proposal Bond is required.

26. Permits and Licenses: The Awardee shall obtain and, at their expense, pay for any/all licenses/permits required by law for accomplishing any work required in connection with this contract.

27. Agreement: The form of agreement, which the Awardee, as contractor, will be required to execute, is included in the proposal documents, and should be carefully examined by the Vendor. The contract consists of the following documents: Notice of Request for Proposals; Introduction and Overview; Proposal Preparation Instructions and Specifications; Evaluation and Selection Process; Instructions, Terms, and Conditions; Specifications / Scope of Work; Proposal Form; and the Agreement, including all modifications and other documents thereof duly incorporated therein. All of the foregoing documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation, and services necessary for the proper delivery and installation of all items called for in the Contract.

28. Contract Term and Renewal: The term of this contract shall be for one (1) year, from July 1, 2026 through June 30, 2027. If mutually agreeable, the District reserves the right to renew the contract for two (2) additional one-year periods (not to exceed a total of three (3) years). This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the Vendor, in writing, thirty (30) days prior to the expiration of the contract.

29. Firm Price: All [Frozen, Refrigerated, Dry Goods](#) price quotations will be based on a cost-plus formula. The cost-plus formula will consist of actual costs plus a percentage figure markup, which represents the percentage that will be charged above the actual costs. Contract prices awarded as a result of this price request shall remain firm for the contract period. Vendor must communicate in writing any changes (up or down) in price to the Child Nutrition Services Director 30 days preceding the effective price change. The District reserves the right to request verification of any change in prices. The price per unit percentage markup must remain firm for the full contract period. In the event of a price change effective between the

opening date of the RFP and the inception date of the contract, the successful vendor shall reflect any decrease and may reflect any increase at the beginning of the contract.

The pricing submitted for the initial term of the contract will remain fixed through June 30, 2027. Pricing agreed to for the second and third years will remain fixed throughout each contract period ending June 30, 2028, and June 30, 2029, respectively. The Awardee may only petition for an increase in pricing annually 120 calendar days before the end date of each contract period, as long as price increases do not exceed the rate of inflation determined by the Consumer Price Index (CPI) San Diego-Carlsbad Index, published by the U.S. Bureau of Labor Statistics. If the Awardee requests price increases that exceed the rate of inflation determined by the CPI, the contract may not be renewed. The District reserves the right to accept or reject the price increase and may choose to re-RFP the contract if it is deemed to be in the best interest of the District.

- 30. Price Decreases:** If prices decrease during the term of this contract, the Awardee must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing. The lower prices shall remain in effect for the balance of the contract period, or for as long as the lower prices are in effect.
- 31. Discounts, Rebates, Allowances, and Incentives:** During the term of the contract, the Awardee shall ensure that all discounts, rebates, allowances, and incentives received by the Awardee from its suppliers are fully disclosed to the District. If the Awardee receives a discount, rebate, allowance, or incentive from any supplier, the Awardee must disclose and return to the Solana Beach School District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the District. All discounts, rebates, allowances, and incentives must be returned to the Solana Beach School District within fifteen (15) working days following receipt by the Awardee.
- 32. Assignment of Contract:** The successful Proposer shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this proposal form, which he may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District Governing Board. Notice is hereby given that the District will not honor any assignment made by the Contractor unless the consent in writing, as indicated above, has been given.
- 33. Force Majeure Clause:** 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.

34. Conflicts in the Contract Documents: The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of inconsistency in the Contract documents, the parties agree that the document providing the highest quality and level of service shall supersede any inconsistent version of these documents.

35. Termination of Contract Clause: The 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 the District shall be sufficient to stop further performance of services by the 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. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this Agreement.

The District may terminate this Contract upon giving 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; or (d) if the Awardee fails or neglects to supply or deliver any of said goods, articles, or services at the prices named and at the times and places as stated herein, the District may, without further notice, cancel and rescind this contract or may purchase said good, supplies, or services elsewhere, and hold the Awardee responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of Awardee in performing any of the terms and conditions of this contract; if being specifically provided and agreed that time shall be the essence of this agreement.

Written notice by the 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 the District. Written notice by the 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. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

36. Damage: The Awardee shall promptly correct all deficiencies, defects, and/or damages in equipment or products delivered to the District in accordance with this solicitation. All corrections shall be made within ten (10) calendar days after such deficiencies, defects, and/or damages are verbally reported to the Awardee

by the Food and Nutrition Department. The Awardee shall be responsible for filing, processing, and collecting all damage claims against the shipper when applicable.

- 37. Prevailing Law:** In the event of any conflict or ambiguity between instructions contained in this solicitation and state or federal law or regulations, the latter shall prevail. Additionally, all items to be supplied or services to be performed under the contract shall conform to all applicable requirements of local, state, and federal law.
- 38. 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.
- 39. Headings and Captions:** The headings and captions used in this Contract are for convenience only. They are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.
- 40. Fuel Surcharges:** Additional fuel surcharges on invoices will not be accepted, as delivery is F.O.B. destination with any delivery costs to be included in proposal pricing. Requests for a waiver will not be granted, including during periods of volatility in the petroleum market.
- 41. Telephone Charges:** If it is necessary that the District place toll or long-distance telephone calls in connection with this contract (for orders, complaints, adjustments, shortages, failure to deliver, etc.), the Awardee shall accept charges for such calls on a reverse charge basis.
- 42. Invoices/Payment Terms:** Vendor shall comply with invoicing cost allowability standards of applicable OMB circulars requirements (e.g., 2 CFR 200 Subpart E) and provide invoice-level reporting of all credits, discounts, and rebates. The billing period shall begin on the first day of each month and shall end on the last day of each month. Invoices will be furnished monthly and will include delivery site, product name, item identification, quantity ordered, quantity delivered, unit size, unit price, price extension and total price of delivery. Invoices will be sent directly to the District and should be sent by the 10th of the month following the month of purchase. Payment will be made on a Net-30 basis. The District will not pay shipping and handling charges, nor shall the District pay for any fuel surcharges. Additionally, all prices offered by Proposers, must include on site off loading and inside delivery.
- 43. 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.
- 44. Proposal Negotiations:** A proposal response to any specific item of this solicitation with terms such as "negotiable," "will negotiate," or similar intent, will be considered as non-responsive to that specific item.

- 45. Proposal Warranty:** Awardee warrants to the District that all goods and services rendered shall conform to the contract requirements (including all descriptions, specifications, and attachments made a part hereof), and will be fit for use as reasonably intended by the parties. In the event of breach, the Awardee will take all necessary action, at Awardee's expense, to correct such breach within thirty (30) days.
- 46. Award to Next Best Vendor:** In the event of default or non-availability of product, the District reserves the right to use the next best Vendor and their stated proposal prices as needed.
- 47. Compliance with OSHA:** Awardee agrees that all item(s) offered must comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that Awardee will indemnify and hold the District harmless for any failure to so conform.
- 48. Food Security:** Awardees shall ensure that all food and beverage products meet all local, state, and federal health and food safety requirements, and that appropriate precautionary measures are taken to ensure the purity and integrity of food products throughout the supply chain. Awardees shall take appropriate measures to safeguard the purity and integrity of their products during production, storage, and transportation, prior to the product reaching Solana Beach School District sites.

Compliance with FDA Food Code: Vendor must adhere to the standards and best practices outlined in the most current version of the FDA Food Code. This includes, but is not limited to, guidelines on food handling, preparation, and storage.

Time/Temperature Control: Vendor shall implement strict time and temperature control measures to ensure the safety and quality of food products. This includes maintaining proper temperatures during storage, preparation, and transportation to prevent the growth of harmful bacteria.

Allergen Management: Vendor must implement a comprehensive allergen management plan. This plan must include clear labeling of food products, prevention of cross-contact, and training for staff on handling allergens safely.

Documentation and Monitoring: Vendors must maintain accurate records of time/temperature controls and allergen management practices. Vendor shall make these records available for review upon request to ensure compliance with the FDA Food Code and other applicable regulations.

To ascertain compliance with these requirements, the District Children Nutrition Services staff may:

- a) Inspect delivery vehicles 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 products only at standardized acceptable temperature ranges. Reference guidelines are available at www.foodsafety.gov.

49. Vehicle Safety and Security: The successful vendor shall comply with each of the 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).

Awardee's representatives operating vehicles on the District property must use extreme caution at all times – maximum speed is 5 M.P.H. While onsite, Vendor shall not obstruct any passageways or other means of egress and shall not leave the site without first securing the work area and eliminating any hazardous condition resulting from the Vendor's activities.

50. Product Substitution/Manufacturer's Brand Change: This contract does NOT allow for product substitution without written authorization from the Director of Child Nutrition Services or designee. If during the course of the contract there is a brand change, the Awardee shall not automatically substitute the product. Awardee shall submit specification and/or a sample (upon request), for approval prior to any future shipment. If the new brand is accepted, all other terms, conditions, and prices shall remain in effect. No substitutions shall be made without prior written permission by the District. In the event the vendor is unable to deliver an item as specified in this contract, notification of shortage must be made by electronic mail at least 72 hours prior to scheduled delivery to the Director of Child Nutrition Services Department.

When substitutions do occur, the vendor shall provide nutritional statements and ingredient listing of the replacement product to the Director of Child Nutrition Services Department. An equal or better substitute product must immediately be made available to the Director of Child Nutrition Services for approval and subsequent distribution to the sites, at no additional charge to the District. Authorization of a substitute product shall be at the sole discretion of the District.

In the event an item awarded under this contract is discontinued, the Vendor must notify the Director of the Child Nutrition Services Department immediately. Contract items that are discontinued by their manufacturer during the term of the contract may be substituted with a same or similar item only if it equals or exceeds the specifications of the original item. Written documentation from the manufacturer of product discontinuation shall be submitted directly to the Director of the Child Nutrition Services Department. The vendor may not discontinue any items from inventory which are not discontinued by their manufacturer, without providing advance written notification and receiving the District approval for discontinuation.

The Vendor shall notify the Director of the Child Nutrition Services Department whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Director of the Child Nutrition Services Department prior to shipment.

51. Variations to Specification: For purposes of evaluation, Awardee must indicate any variances from the specifications and/or conditions, no matter how slight. If variations are not stated in the offer, it will be assumed that the product fully complies with specifications.

After the contract has been awarded, all foods, beverages, supplies, and equipment furnished must comply with the specifications and will be subject to inspection and approval by the Child Nutrition Services Department. The District reserves the right to reject, at the risk and expense of the Awardee, any portion of any offer which may be defective or fail to comply with specifications. Any such rejection shall not invalidate the remainder of the award.

52. Estimated Usage Quantities: The quantities specified herein are estimates only and are not a guarantee of actual quantities to be purchased. They are subject to change in order to meet the needs of the Child Nutrition Services Department. The actual quantities required may be substantially more or less than indicated herein. Purchase order quantities and issuances will be made on an as-needed basis, depending on customer participation. At no time will the District be compelled to use proprietary items that are identified as being exclusive to this RFP.

53. Notification of Late Delivery: The Awardee shall promptly notify the Food and Nutrition Director or designee a minimum of 72 hours in advance if an item cannot be delivered within the specified delivery time. The District reserves the right to purchase food at a fair market value from another source. **Should late delivery(ies) impact a district's ability to obtain federal and/or state reimbursement for meals because product was not delivered on time, the District shall have the right to charge the successful Proposer the full value of lost revenue.**

54. Product Quality Control: The District reserves the right to discontinue service of all or any portion of this contract resulting from: (a) reasons determined to be detrimental to the health and welfare of students and school personnel, or (b) failure to meet contract specifications and/or wholesomeness standards; and to hold the Awardee 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, state in which Processor's plant is located, or by the applicable federal standards, whichever is higher.

55. District Inspection: All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Awardee from any obligation to fulfill this contract. Defective items shall be made good by the Awardee, 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 Awardee shall immediately remedy such defect in a manner satisfactory to the District.

56. Audits, Inspection and Testing: The successful Proposer shall submit to third party audits and/or inspections initiated by the 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. Successful vendors must take steps 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.

57. “Buy American” Provision: Solana Beach School District participates in the National School Lunch Program and School Breakfast Program and is required to purchase, to the maximum extent practical, domestic commodities or products for school meals [7 CFR 210.21(d)]. A domestic commodity or product is defined as one 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.

To ensure compliance with the Buy American provision, the District requires interested Vendors to submit a certification of domestic origin, and/or a copy of each product label showing domestic origin, for each food product included in their proposal. The District may deem a proposal as non-responsive if such certification and/or product labels are not included with their proposal. Noncompliance with the Buy American Provision may result in contract cancellation.

Exceptions to the Buy American Provision are very limited and may only be used as a last resort, when one of the following two conditions exist:

- (1) The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality including but not limited to items listed in 48 CFR 25.104; or
- (2) Competitive bids reveal the costs of the domestic commodity or product are significantly higher than the nondomestic commodity or product.

Vendor shall not exceed federally mandated annual caps for non-domestic food purchases (10% in 2025, 8% in 2028, 5% in 2031 as provided in 7 CFR 210.21(d)). Vendor shall cooperate with monitoring and documentation as directed by the District.

If a Vendor is proposing one or more non-domestic food products in their proposal, they must include a written request for exception to the Buy American Provision. Each exception request must include:

- A description of the proposed non-domestic product, including its country of origin;
- Alternative domestic products that the Vendor considered and the reason they were substituted with a non-domestic product (availability or price); and
- Evidence supporting the reason for the proposed non-domestic product (e.g., documentation of limited availability or price discrepancy).

In accordance with “Buy America” and “Buy California”, every effort will be made to provide first locally grown (within 250 miles), then California grown, then American grown produce. If Local, California or

American grown produce is unavailable in sufficient quantities to provide affordability, then only produce inspected and approved by USDA is acceptable. Produce certified free from pesticide residues is preferred when available and competitively priced.

Vendor shall retain: (1) compliance/exception documentation for audit as required by 7 CFR 210.21(d) and USDA checklist.

- 58. New Product Procurement after Contract Award:** The District reserves the unconditional right to add other items to the contract after the contract has been awarded to a Vendor. Prices for additional items will be negotiated. This includes new/improved products, additional flavors, or distinct size capacities. The awarded Vendor shall submit pricing and product specifications to the District for final approval before delivery of any such items. Prices shall be based on the same terms and conditions contained herein and include Free on Board (FOB) delivery in which items are placed in designated areas at the individual school sites.
- 59. Prohibition on Poultry from China:** The Consolidated Appropriations Act of 2021 (Public Law 116-260), Division A, Section 764, prohibits Child Nutrition Programs from using federal funds to purchase raw or processed poultry products that are imported to the United States from the People’s Republic of China. As a participant in the National School Lunch Program, the District must comply with this requirement by requiring Vendors to certify that no poultry products from China will be provided to the District. **Vendors must complete the certification form regarding poultry products from China and submit it with their proposal.**
- 60. Non-Collusion Affidavit:** Each Vendor submitting a proposal shall execute and submit a non-collusion affidavit in the form attached hereto. Failure to submit such a non-collusion affidavit shall be grounds to reject an offer as non-responsive.
- 61. Equal Employment Opportunity:** In connection with the execution of this contract, Proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Proposer shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.
- 62. Drug-Free Workplace:** Awardee warrants that Vendor is knowledgeable of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) regarding a drug-free workplace and shall abide by and implement its statutory requirements. The District may terminate this Agreement and/or remove Vendor or any of Vendor’s employees, agents, representatives, or volunteers or other persons on the District property for use of tobacco products, drugs, or alcohol.

63. Tobacco-Free District: The Solana Beach School District has been designated as a tobacco-free District. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of the District property and in the District vehicles. The District may terminate this Agreement and/or remove Vendor or any of Vendor's employees, agents, representatives, or volunteers or other persons on the District property for use of tobacco products, drugs, or alcohol.

64. Fingerprinting Requirements: Education Code Section 45125.1 states that if employees of any Vendor providing school site janitorial, administrative, landscape, transportation, food-related or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony.

An exception would be if the employee(s) only has limited contact with students and will be in the presence and supervision of school district adult employees 100% of the time that students will be present. If this is the case, Awardee shall certify on the Contractor & Subcontractor Fingerprinting Certification form regarding requirements in lieu of fingerprinting each employee.

65. Americans with Disabilities Act: Awardee shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations (42 U.S.C. 12101 et seq.).

66. Certifications Regarding Suspension and Debarment, Lobbying: Contractors who will perform more than \$100,000 in business with the District during the fiscal year must complete the Suspension and Debarment Certification form, Certification Regarding Lobbying form (and, if applicable, Disclosure of Lobbying Activities form), included as a part of the RFP package. The District is prohibited from contracting with Awardees 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 Awardee 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 Contractor 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.

67. Safety Data Sheet: For all products requiring a Safety Data Sheet, as defined under OSHA's Hazard Communication Standard 29 CFR 1910.1200, the District requires that a Safety Data Sheet accompany all orders at the time of delivery.

68. Product Shortages: The Awardee shall stock items proposed in this solicitation with the guarantee to the District that there will be no stock out. Awardees must contact the District within seventy-two (72) hours of a stock-out beyond their control. If the Awardee is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the Awardee.

- 69. Product Recall:** In the event an Awardee's product is recalled, Vendor will immediately notify the Director of the Child Nutrition Services Department. Awardee will be responsible for picking up product and providing replacement, payment, or credit at the District's discretion. Replacement, payment, or credit for recalled items shall be made within 30 days of the date of notification to the District.
- 70. Usage Reports:** Awardee must provide timely usage reports in accordance with Child Nutrition Services Department requirements. The Awardee must maintain and provide perpetual usage reports by line item, purchasing unit, selling price, and school delivery site, as well as for the District lump sum. Usage data must be maintained so that the Awardee can report the number of units delivered, at a specific selling price, in the event of erroneous pricing. Usage reports must show data by purchasing unit (package, loaf, etc.), as well as by dollars, and be submitted on both a monthly and annual basis. Usage reports shall be submitted as requested. Payments for the month prior to the due dates of usage reports may be withheld at the discretion of the District until acceptable reports are received.
- 71. Gifts and Gratuities:** It is the policy of the District not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from prospective contractors, members of their staff, or families.
- 72. Specifications and Conditions:** All Frozen, Refrigerated, Dry Goods products shall be delivered as fresh as possible. All suppliers shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county and city laws and ordinances for their production handling, processing, marking and labeling. All prepared produce products must be prepared without the use of sulfating agents.
- 73. Packaging:** Packages shall be so construed as to ensure safe and sanitary transportation to the point of delivery. Damaged containers may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for product or delivery. All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Cases or product shall be clearly and legibly labeled with product name, code, weight, and count. All costs for containers shall be borne by the vendor.
- 74. 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 Child Nutrition Services or a follow-up email confirmation must be received. The District reserves the right to add, remove or delete a product based on school needs.
Only vendors with no minimum order requirements will be considered for the award. The District will make every effort to ensure orders are greater than \$300 each.
- 75. Delivery:** The District reserves the right to make additions to, or deletions from, the list of delivery locations included in these RFP Documents to be served at any time during the period of the contract, and revise delivery times as required. 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 Proposers, must include on site off loading and inside delivery.

76. 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 requirements 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.

Background Check Requirements and Exemptions

1. Definitions

- 1.1. Campus means any property, building, or facility owned, leased, or controlled by the District.
- 1.2. Student Areas means any location on Campus where students are reasonably expected to be present, including classrooms, residence halls, dining facilities, libraries, recreational or athletic facilities, student services offices, student health or counseling spaces, and any other areas designated by the District as student-accessible.
- 1.3. Direct Student Contact means in-person interaction with students that is not incidental, including supervision, instruction, coaching, advising, counseling, mentoring, medical or mental health services, tutoring, one-on-one services, or services that place Vendor Personnel in a position of authority or trust with respect to students.
- 1.4. Unescorted Access means the ability of Vendor Personnel to enter or work in Student Areas

without continuous, line-of-sight supervision by District personnel who have been authorized by the District to provide such supervision.

1.5. Vendor Personnel means all employees, agents, subcontractors, and representatives of Vendor who will perform any work under the Contract on Campus or otherwise interact with students.

2. Mandatory Background Checks

2.1. The Vendor shall ensure that comprehensive background checks are completed and adjudicated as satisfactory by the Vendor prior to assigning any Vendor Personnel to perform work under the Contract if any of the following applies:

- (a) Vendor Personnel will have Direct Student Contact; or
- (b) Vendor Personnel will have Unescorted Access to Student Areas; or
- (c) Vendor Personnel will perform services in student facilities; or
- (d) Vendor Personnel will provide transportation involving students; or
- (e) Vendor Personnel will have access to master keys, card access, security systems, or after-hours access that could enable entry to Student Areas.

2.2. The background check shall, at a minimum, include identity verification, a criminal history check covering all jurisdictions of residence for the past seven years, and a national sex offender registry check. Where permitted by law and relevant to job duties, the check shall also include driving record (for any driving duties) and credential/licensure verification (for roles requiring licensure).

2.3. The Vendor shall conduct background checks in compliance with all applicable laws, including fair credit reporting laws and anti-discrimination requirements, and shall use a consistent, job-related adjudication matrix. Upon request, the Vendor shall provide the District with written certification of completion and satisfactory adjudication for each applicable individual, without disclosing protected or unnecessary personal information.

3. Conditional and Escorted Access

3.1. If operational needs require Vendor Personnel to begin work before completion of the background check, such individuals may only perform work under continuous, line-of-sight escort by District personnel authorized by the District, and may not have Direct Student Contact or Unescorted Access to Student Areas until the background check is completed and adjudicated as satisfactory.

3.2. The District reserves the right to deny or limit access for any individual pending completion of required checks.

4. Exemptions

4.1. Background checks are not required for Vendor Personnel who:

- (a) Will not be present on Campus; or
- (b) Will be present on Campus solely in non-Student Areas that are physically and functionally segregated from Student Areas, with no Direct Student Contact and no Unescorted Access to Student Areas; or
- (c) Will provide services that involve only incidental, brief, and supervised interactions in Student Areas, provided the individuals are continuously escorted by District personnel and

- have no Direct Student Contact; or
 - (d) Are exclusively involved in the manufacture, shipping, or delivery of goods and will remain in loading docks or designated delivery zones that are not Student Areas, with no entry into Student Areas and no Direct Student Contact; or
 - (e) Perform remote services with no Campus presence and no interaction with students.
- 4.2. Any claimed exemption must be approved in writing by the District's Contract Administrator prior to the commencement of work.

5. Subcontractors

- 5.1. The Vendor shall impose the same background check requirements and exemptions on all subcontractors and shall be responsible for their compliance.
- 5.2. The Vendor shall not permit any subcontractor personnel to begin work in roles requiring checks until the requirements of Section 2 are satisfied.

6. Rosters; Updates; Removals

- 6.1. The Vendor shall maintain and, upon request, provide a current roster of all Vendor Personnel assigned to the Contract, indicating those subject to background checks and the status of each check as complete, pending, or exempt pursuant to Section 4.
- 6.2. The Vendor shall notify the Institution in writing within two business days of learning of any new assignment, role change that affects access level, or any information that may impact a prior adjudication.
- 6.3. The District may, in its sole discretion, deny or revoke Campus access for any individual based on safety, security, or noncompliance concerns.
- 6.4. The Vendor shall promptly remove from performance any individual who fails to meet the requirements of this section or whose role changes in a manner that triggers mandatory checks until such checks are completed and adjudicated as satisfactory.

7. No Right of Access; District's Determinations

- 7.1. Compliance with this section is a material obligation. The District's determinations regarding Student Areas, Direct Student Contact, Unescorted Access, and exemptions shall be final for purposes of access control and safety.
- 7.2. Nothing in this section requires District to disclose its security protocols or to allow access where the District determines that safety, security, or risk considerations warrant denial or additional conditions.

8. Costs; Recordkeeping; Audit

- 8.1. All costs associated with required background checks shall be borne by the Vendor unless otherwise stated in the Contract.
- 8.2. The Vendor shall retain documentation evidencing completion and adjudication of required checks for not less than three years after the end of the Contract and shall make such documentation available for District review upon request, subject to applicable privacy laws.

77. 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 the District, the Vendor shall be responsible to the 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 the District. All persons engaged in the work will be considered employees of Vendor. The 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.

78. 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. USDA is an equal opportunity provider.

79. 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.

80. Nutrient Analysis: For any packaged Frozen, Refrigerated, Dry Goods products items as indicated on the Item List, the proposing vendor shall provide a complete nutrient analysis of the product with proposal documents.

81. Samples and Testing: Samples of items, if required, shall be furnished free of expense to the Bid Administrator and may be retained for the purpose of comparing against material delivered by the successful Proposer. The final decision as to whether the product is equal to that specified shall be made by the Bid Administrator.

82. Legal Requirements and Compliance with Applicable Laws: All vendors are required to comply with and be bound by all applicable provisions of law whether or not referred to herein. All products and services furnished must comply with all Federal, State, and Local laws, rules, regulations, and ordinances.

Automatic Incorporation of Legal Requirements

Compliance with Laws: The Vendor shall comply with all applicable federal, state, and local laws, regulations, and ordinances in effect as of the date of this Contract and as they may be amended or enacted during the term of this Contract.

Automatic Incorporation: Any new or amended legal requirements that become effective during the term of this Contract and are applicable to the Vendor's obligations under this Contract shall be deemed automatically incorporated into this Contract without the need for a formal amendment.

Notification and Adjustment: The Vendor shall promptly notify the District of any such new or amended legal requirements. The parties shall negotiate in good faith any necessary adjustments to the Vendor's obligations or compensation to address the impact of such changes.

Conflict Resolution: In the event of a conflict between the terms of this Contract and any new or amended legal requirements, the legal requirements shall prevail, and the Contract shall be interpreted and enforced accordingly.

Oversight by State Agencies and Pre-Issuance Review Procedures

This contract is subject to California Department of Education oversight, pre-issuance review/approval when federally required, and will be modified if necessary to comply with any state-mandated changes.

83. 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.

84. Preparation of Proposal: A fillable [Google sheet](#) has been provided. Complete the pricing column and submit with your response documents. Or, include a price list table on the bid form.

Prices shall be stated in specified units. The District will not be responsible for errors in extensions. The right is reserved to reject any and/or all proposals; to waive any irregularities or informalities in any proposal; and to accept or reject any items in the proposal. The term "proposal" shall also mean bid, quotation, and offer.

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

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

Proposals should clearly state the method of delivering Frozen, Refrigerated, Dry Goods products on time, safely, and using high quality Frozen, Refrigerated, Dry Goods products. All bid prices must be quoted FOB destination to the location specified. All costs including, but

not limited to, uncontrollable costs; for example: labor cost, fuel cost, container cost, utility cost, handling cost. Also, the prices offered must include offloading and inside delivery.

No bid shall include California sales or use tax, or Federal excise tax unless otherwise specified.

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.

85. 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.

86. Piggybacking: This request for proposal is not available for piggyback.

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EVALUATION AND SELECTION PROCESS

- 1. District's Discretion:** The purpose of this RFP is to assist the District in selecting an experienced and qualified Vendor, based on price and overall evaluation, as determined by the District in its sole discretion. Therefore, the District has and shall retain the sole discretion to implement any methods or procedures for selection of a Vendor as the District deems appropriate in order to secure the most cost-effective solution for the District. Without limiting the foregoing, such procedures may include review of proposals and interviews of one or more prospective Vendors by a review and selection committee composed of any of the Districts' employees, officials of other public agencies, consultants, community members and/or others. The District reserves the right to request additional information and/or clarifications from any or all Vendors that respond to this RFP.
- 2. Timing for Selection:** The District anticipates awarding the contract by May 13, 2026, with the goal of entering into an agreement to fulfill the requirements of the District. However, the District reserves the right, in its sole discretion and at any time prior to entering into any such agreement, to alter its anticipated scheduling as related to selection of a prospective Vendor.
- 3. Evaluation Criteria:** Contract award will **NOT** be based on price alone. Factors will include price, number of items bid, number of non-propriety items bid, ease of online ordering, lead time, minimum delivery requirements, emergency service, references, experience, and previous history with Solana Beach School District.

Other factors that may be used in the evaluation will be nutritional contribution of the product; marketability of the product; compliance with the contract terms, conditions, and specifications; discounts offered; Vendor's past performance; payment terms; long term costs; and, any other relevant factor that may arise during the review process after proposal opening. Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. The District will make its determination based on the best interests of its students, faculty, staff, and business operations of the District. The District's decision will be final.

Each proposal will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed.

- 4. Screening and Evaluation of Proposals:** Each Vendor's proposal will be subjected to an evaluation and selection process. The first stage will begin with a review of the response to the proposal. A proposal must meet all mandatory modules/functions to be considered.

Proposals not meeting mandatory requirements, or found to be incomplete, will not be considered. Proposals not deemed within the competitive range will not be considered. The District may disqualify any Vendor for any reason or no reason but not for a fraudulent reason.

The District may choose to ask clarification questions in writing and include the additional information gathered in the process. This may include an in-person(s) interview with prospective Vendors.

Evaluation and rating of the responses will be based on:

- Information provided by the Vendor in their response.
- Information provided by the Vendor in the response to the District clarification questions.
- Information from reference checks.

The Awardee will be chosen based on the following evaluation factors and their relative points in the scoring process:

Criterion	Possible Points
Price	40
Appearance, Nutritional Value and Taste	20
References and Past Performance	15
Geographic Location	10
Presentation - Required Documents completed and submitted	5
Food Recall Protocol and HACCP Plan	5
Ability to place orders online	5
Samples	0
Total Possible Points	100

In its discretion, the Governing Board may award a contract for the project to a responsible Vendor that submitted a responsive proposal, or may reject all proposals and may, but is not required to, re-post the project. If the Governing Board awards a contract, it will be to the Vendor who secured the highest evaluation based on the factors identified in the information provided by the Proposers. If two or more responsive Vendors' proposals receive the same highest evaluation, the District shall determine the successful Vendor by drawing lots.

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DISTRICT FROZEN, REFRIGERATED, DRY GOODS DELIVERY LOCATIONS

Delivery Hours: All deliveries shall occur between the hours of:

7:00 - 8:00 AM AND/OR 9:00 AM - 1:00 PM.

Delivery Location(s) Address:

Site	Address
District Office Warehouse	356 N. Cedros, Solana Beach, CA 92075
Carmel Creek Elementary	4210 Carmel Center Road, San Diego, CA 92130
Skyline Elementary	606 Lomas Santa Fe Drive, Solana Beach, CA 92075
Solana Highlands Elementary	3520 Long Run Drive, San Diego, CA 92130
Solana Pacific Elementary	3901 Townsgate, San Diego, CA 92130
Solana Ranch Elementary	13605 Pacific Highlands Ranch Parkway, San Diego, CA 92130
Solana Santa Fe Elementary	6570 El Apajo, Rancho Santa Fe, CA 92067
Solana Vista Elementary	780 Santa Victoria, Solana Beach, CA 92075

Delivery Instructions:

Delivery Instructions:

Do not disrupt student drop-off and pick-up times between the hours of 8-9am and 2-3pm.

Place all frozen items in the walk-in freezer.

Place all refrigerated items in the walk-in refrigerator.

Place all dry goods items in the dry storage area.

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AGREEMENT

THIS CONTRACT is made this ___ day of _____, 20__ in the County of San Diego, State of California, by and between the Solana Beach School District, hereinafter referred to as “District”, and _____, hereinafter referred to as “Contractor”. The District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. Vendor shall perform and render all goods and services as prescribed and required by the Notice of Request for Proposals; Introduction and Overview; Proposal Preparation Instructions and Specifications; Evaluation and Selection Process; Instructions, Terms, and Conditions; Specifications / Scope of Work; Proposal Form; and all documents forming a part of the proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in Article 5 below for the RFP 2027-04 - Frozen, Refrigerated, Dry Goods project.

The Contractor shall be liable to the District for any damages arising as a result of the Contractor’s failure to comply with this obligation.

ARTICLE 2. TERM OF CONTRACT. The term of this contract shall be for one (1) year, from July 1, 2026 through June 30, 2027. By mutual agreement between the District and the Awardee, this contract may be renewed for two (2) additional one-year periods (not to exceed a total of three (3) years). Contract renewals shall be approved in one-year increments under the same terms and conditions as the original agreement.

ARTICLE 3. CONTRACT PRICE. The pricing submitted for the term of the contract will remain fixed through June 30, 2027. Pricing agreed to for the second and third years will remain fixed throughout each contract period ending June 30, 2028, and June 30, 2029, respectively. The Awardee may only petition for an increase in pricing annually 120 calendar days before the end date of each contract period, provided price increases do not exceed the rate of inflation determined by the Consumer Price Index (CPI) San Diego-Carlsbad Index, published by the U.S. Bureau of Labor Statistics. If the Awardee requests price increases that exceed the rate of inflation determined by the CPI, the contract may not be renewed. The District reserves the right to accept or reject the price increase and may choose to re-RFP the contract if it is deemed to be in the best interest of the District.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the District shall hold the successful Proposer liable and responsible for all damages which may be sustained because of their failure to comply with any conditions herein. If the successful Proposer fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful Proposer. Costs accrued by the District for a purchase resulting from a failure to perform, shall be invoiced to the successful Proposer or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. In addition, a charge of One Hundred Dollars (\$100.00) will be assessed to cover administrative costs for processing of third-party orders resulting from non-performance. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The “Contract Documents” include the following:

- Notice of Request for Proposals
- Introduction & Overview
- Proposal Preparation Instructions & Specifications
- Instructions, Terms, and Conditions
- Evaluation and Selection Process
- Delivery Location
- Agreement
- Product Substitution Form
- Specifications / Scope of Work
- Proposal Form(s) and Certification
- Additional Information Required of Proposers
- Reference Form
- HACCP and Food Safety Protocols
- Fingerprinting Requirements Certification
- Contractor’s Certificate Regarding Workers’ Compensation
- Drug-Free Workplace Certifications
- Non-Collusion Affidavit form
- Buy American Provision Exception Request
- Federal Certifications Form
- Certification Regarding Poultry Products from China
- Proposal Certification
- Addenda
- Any other Documents contained in or incorporated into Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall defend (with counsel of the District’s choosing), indemnify and hold the District, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys’ fees and other related costs and expenses. Contractor shall defend, at Contractor’s own cost, expense, and risk, with counsel of the District’s choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, agents, employees, and representatives. To the extent of its liability, the Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the District, its officials, officers, employees, agents, employees, and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the District, its officials, officers, agents, employees, and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782. In addition to Vendor’s obligation to indemnify the District, Vendor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the District

from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time sub claim is tendered to Vendor by District and continues at all times thereafter.

ARTICLE 8. AUTHORITY TO EXECUTE. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition, and covenant of the Contract.

ARTICLE 9. EXECUTION BY FACSIMILE OR IN COUNTERPARTS. This Agreement may be signed in counterparts and the signatures may appear on separate signature pages. A copy or an original, with all signatures attached, shall be deemed a fully executed agreement. A facsimile version of any party's signature shall be deemed an original signature.

ARTICLE 10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CONTRACTOR: _____

SOLANA BEACH SCHOOL DISTRICT

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

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EXHIBIT A

SPECIFICATIONS / SCOPE OF WORK

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PRODUCT SUBSTITUTION REQUEST FORM - INSTRUCTIONS

INSTRUCTIONS:

1. During the proposal process, the Solana Beach School District will consider written product substitution requests received by April 1, 2026, 2:00 PM. Requests received after that time will not be considered.
2. Submit requests on a copy of the attached Product Substitution Request Form.
3. Prepare separate requests for each product. Combined requests will be rejected.
4. In making substitution request(s), the Proposer/Contractor represents:
 - a. They have personally investigated the proposed product or method and determined that it is equal or superior in all respects to that specified in the Proposal.
 - b. They will provide the same guarantee for substitution as for product or method specified in the Proposal.
 - c. They will coordinate installation of accepted substitution into Work, making such changes as may be required for Work to be completed in all respects.
 - d. They waive all claims for additional costs related to substitutions which consequently become apparent.
5. All accepted substitutions will be confirmed by inclusion in an Addendum. A decision will be rendered and issued to all potential Proposers in addenda no less than seventy-two (72) hours prior to the Proposal deadline. Items not appearing in such an addendum shall be deemed REJECTED.

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PRODUCT SUBSTITUTION REQUEST FORM

Proposal Name & Number: _____

Vendor Name: _____

Address: _____

E-Mail / Phone: _____

Specified Item/Product: _____

PROPOSED SUBSTITUTION: Attached data includes manufacturer's product description, specifications, photographs, performance, and test data, and include one (1) sample adequate for evaluation of the request including identification of applicable portions.

When requested, Proposers shall submit properly marked samples of each such article, on which proposal is made to: Business Services Department, Solana Beach School District, 309 N. Rios Avenue, Solana Beach, CA 92075, Attention: Vickie Leckie.

Each sample submitted must be marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of Proposer, (2) Request for Proposal ("RFP") number, (3) item number. Proposals and samples must not be sent in the same package.

The undersigned certifies the following items, unless modified by attachments, are correct:

1. All items on which proposals are submitted must be equal or better in quality and utility to those manufacturers or brands specified by the District.
2. Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will, upon request, be returned at the Proposer's expense.
3. All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the vendor.

The undersigned further certifies function, appearance, and quality of proposed substitution are equivalent or superior to specified item(s).

Undersign agrees if this page is reproduced, terms and conditions for substitution(s) found in Proposal Documents apply to this proposed substitution.

Request Submitted by: _____

Signed by: _____

REVIEW AND ACTION (*For use by SBSB staff only*):

Substitution approved - Substitution approved as noted

Substitution rejected - Use specified materials.

Substitution Request received too late - Use specified materials.

Signed _____ Date: _____



Request for Proposal (RFP) Submittal Packet

All of these forms must be completed and returned for consideration of your proposal.

Please read the instructions and documentation carefully before preparing your proposal for submittal.

PROPOSAL SUBMITTED BY: _____
(Name of Company Submitting Proposal)

PROPOSAL SUBMISSION CHECKLIST

Complete this checklist to confirm the items in your RFP Submittal Packet. Place a check mark or “X” next to each item that you are submitting to the District. To be considered responsive, all required attachments must be returned. This checklist should be returned with your proposal.

Documentation Required at the Time of Submission:	
	Digital Copy of Proposal (USB Drive)
	RFP Submittal Packet Cover Page
	Proposal Submission Checklist
	Proposal Form (all pages)
	Additional Information Required of Proposers
	References
	Documentation of Hazard Analysis Critical Control Points (HACCP) Compliance
	Federal Certifications Form
	Contractor and Subcontractor Fingerprinting Certification
	Contractor’s Certification Regarding Workers’ Compensation
	Drug-Free Workplace Certification
	Non-Collusion Affidavit
	Buy American Provision Exception Request
	Certification Regarding Poultry Products Imported From China
	Proposal Certification
	California Processed Food Registration
	Nutrition Facts Panel, Product Formulation Statement, and Ingredients List (for all items)
	Environmental Health Inspection Report (copy of most recent report)
	Addenda Acknowledgement(s)
Documentation Required Upon Notification of Contract Award:	
	Agreement
	Performance Bond (if applicable)
	Payment Bond (if applicable)
	Certificate of Liability Insurance (including proof of Automobile Insurance)
	Proof of Workers’ Compensation Insurance
	W-9 Form
	Explanation of Date Code (for each item awarded)
	Sample Invoice and Sample Monthly Statement

PROPOSAL FORM

RFP # 2027-04 Item List and Pricing Form (To Be Submitted with Proposal)

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

<u>PACK</u>	<u>SIZE</u>	<u>BRAND</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>CASES</u>	<u>UNIT/CASE</u>	<u>EXTENDED</u>
						<u>PRICE</u>	<u>PRICE</u>
48	2.5 OZ	READIBK	BAR BRKFST OAT CHOC CHIP BNFT	CS	675		
2	5 LB	BAKE CRAFTERS	TOAST FRENCH STICKS BULK WG	CS	569		
240	2.7 OZ	TYSON	CHIC TENDER CRISPY	CS	412		
2	5.12#	JENNIEO	TURKEY SAUSAGE PTY PRCKD	CS	337		
1	10 LB	HOFFY	6" BEEF FRANK 6/1	CS	275		
144	1.4OZ	KRSTEAZ	PANCAKE GRAIN WHL 4	CS	250		
4	6LB	SYS CLS	POTATO CKD MASHED YELLOW DELUX	CS	200		
1	43.50 LB	YANGS	CHIC 100% MANDARIN ORNG WG	CS	198		
96	1 OZ	GENERAL MILLS	BOWLPK CHEERIOS	CS	200		
96	1 OZ	GM	CEREAL CINNAMON CHEX GLTN FR	CS	175		
210	1 OZ	KEEBLER	CRACKER GRAHAM SCOOBY CINN STK	CS	140		
100	3/4 OZ	PHILA	CHEESE CREAM LIGHT	CS	120		
168	1OZ	AREZIMP	CHEESE MOZZ STRING	CS	104		
104	1 OZ	SUNCHIP	CHIP MULTIGRAIN HRVST CHDR	CS	90		

PACK	SIZE	BRAND	DESCRIPTION	UNIT	CASES	UNIT/CASE	EXTENDED
						PRICE	PRICE
96	3/4 OZ	KELLOGG	CEREAL CORN FLAKES BWLPK	CS	71		
6	30 OZ	CASACLS	BEAN REFRIED VEGTRN DEHY	CS	70		
72	4 OZ	AREZCLS	ICE ITALIAN LEMON CUP	CS	70		
96	1 OZ	GENERAL MILLS	BLUEBERRY CHEX BOWL PAK GF	CS	66		
2	10#AVG	PALRNCH	CHICKEN THIGH MEAT DCD 1/2 FZN	CS	65		
4	2.5 LB	SMTHFLD	PORK PULL FULLY CKD NO SAUCE	CS	61		
72	2.4 OZ	KRUSTEAZ	WAFFLE BELGIAN WG	CS	56		
1	10 LB	PORTSIM	SALMON ATL PRTN BLSL 6 OZ CHL	CS	54		
6	#10	RED GOLD	NATURAL KETCHUP WITH SUGAR	CS	50		
12	1 LB	JENNIE O	TURKEY BREAST SLC OR	CS	50		
6	#10	AREZIMP	OLIVE BLACK RIPE SLICED	CS	50		
48	2.5 OZ	READIBK	BAR BRKFST BAN CHOC BENEFIT	CS	41		
2	20 LB	HEARTMC	BEEF CARNE ASADA HAND CUT CH	CS	39		
12	50CT	JENNIEO	BACON TURKEY PRCKD CRISPY	CS	34		
4	50OZ	NAT VLY	CEREAL GRANOLA OATSN HNY BLKPK	CS	34		
72	1.5OZ	PEPFARM	CRACKER GOLDFISH CHDR CHS	CS	60		
4	1 GAL	KRAFT	MAYONNAISE LITE	CS	35		
1	20 LB	AMERO	JAM STRAWBERRY BKNG	CS	28		
4	1 GAL	SYS CLS	DRESSING RANCH BUTTERMILK RCAL	CS	30		
2	5 LB	IMPOSSF	SAUSAGE PATTY IMPOSSIBLE	CS	23		
8	1LB	AREZIMP	CHEESE MOZZ FRSH LOG SLI CRYO	CS	22		

PACK	SIZE	BRAND	DESCRIPTION	UNIT	CASES	UNIT/CASE	EXTENDED
						PRICE	PRICE
1	25 LB	KRSTEAZ	MIX CORNBREAD HMSTY COMPLT	CS	20		
120	1.5 OZ	PAPETTI	EGG PATTY SCRAM RND 3.5 CKD CF	CS	20		
2	5 LB	SYS CLS	CHICKEN MEAT DICED WHT LSOD	CS	20		
4	3.75LB	SYS CLS	DIP HUMMUS TRADITIONAL	CS	20		
4	1 GAL	BBRLCLS	PICKLE DILL CHIP KK 615/675	CS	20		
6	5 LB	SUNBUTR	SUNFLOWER SEED SUNBUTTER	CS	25		
12	15 OZ	REDIWHP	CREAM WHIPPED REAL ARESOL	CS	17		
2	5 LB	HORMEL	HAM DICED .375 NATURAL JUICES	CS	17		
4	10 LB	SYS CLS	CHICKEN CVP THIGH BNLS SKLS	CS	16		
6	5 LB	SYS CLS	HONEY PURE WLDFW GR A TSC JUG	CS	20		
6	#10	DOLE	PINEAPPLE TIDBIT JCE FCY	CS	15		
2	5 LB	LABELLA	PASTA NOODLE EGG MED	CS	13		
6	98 FOZ	CHAOKOH	MILK COCONUT UNSWEETENED	CS	13		
48	3.4OZ	GRDNBRG	PATTY VEG VEGGIE BURGER VEGAN	CS	16		
6	1LB	IMP/MCC	SPICE GARLIC POWDER	CS	12		
1	30 LB	SYS CLS	STRAWBERRY WHOLE IQF	CS	11		
2	5 LB	WHLFCLS	CREAM SOUR FAT FREE CULTRD OPT	CS	11		
300	.75 OZ	PEPFARM	CRACKER GOLDFISH PRTZL WHLGRN	CS	11		
6	66.5OZ	STARKIST	TUNA CHUNK ALBACORE IN WATER	CS	10		
1	25 LB	SYS IMP	RICE BROWN PARBOILED WHLGRN QC	CS	10		

PACK	SIZE	BRAND	DESCRIPTION	UNIT	CASES	UNIT/CASE	EXTENDED
						PRICE	PRICE
1	25 LB	SYS CLS	MILK DRY NON-FAT INST	CS	10		
2	5 LB	SYS CLS	CHICKEN TNRD BRD GF HALAL	CS	10		
2	10-12#	BBRLIMP	HAM BUFFET BNLS 21CENT WA96%FF	CS	12		
2	10 LB	BARILLA	PASTA ROTINI FUSILLI	CS	10		
200	6 G	SRIR2GO	SAUCE HOT SRIRACHA HUY FONG	CS	12		
24	16OZ	CLABGIR	BAKING SODA	CS	10		
6	#10	ROSARTA	BEAN REFRIED	CS	10		
6	#10	CARNATN	MILK EVAPORATED	CS	10		
6	18 Z	IMP/MCC	SPICE CINNAMON GRND	CS	10		
1	20LB	PACKER	BEAN FRSH EDAMAME SHELL OFF	CS	9		
4	1 GAL	KRAFT HEINZ FOODS CO	DRESSING LIGHT RANCH	CS	15		
1	35 LB	SYS CLS	OIL CANOLA HIGH OLEIC BLEND ZT	CS	15		
1	50 LB	TAMAKI	RICE SHORT TAMAKI GOLD	CS	8		
1	5 LBS	VALUNAT	PUMPKIN SEED BULK	CS	8		
3	5LB	BBRLIMP	CHEESE CUBE CHDR/SWISS/PEP JCK	CS	8		
6	.5GAL	KIKOMAN	SAUCE SOY LIGHT	CS	8		
6	#10	SYS CLS	CORN WHL KERNEL GOLDEN FCY	CS	7		
15	2 LB	WHLFIMP	EGG BKFST BLND SCRMBL MIX CGFR	CS	8		
24	2.5 OZ	GLTN FR	MUFFIN BLUEBERRY GLUTEN FREE	CS	6		
4	1 GAL	BBRLCLS	RELISH SWEET PICKLE PROCESSED	CS	10		

PACK	SIZE	BRAND	DESCRIPTION	UNIT	CASES	UNIT/CASE	EXTENDED
						PRICE	PRICE
8	1.5 LB	BBRLIMP	CHEESE CHDR MLD SLI INT.5OZ YL	CS	6		
4	1 GAL	THE LANGLOIS COMPANY	SAUCE OLD WEST BBQ	CS	7		
1	50LB	SYS CLS	SUGAR BROWN DARK CANE	CS	5		
1	50LB	SYS CLS	SUGAR GRANULATED XFINE CANE	CS	5		
1	5 LB	PACKER	PUMPKIN SEED R&S PEPITAS	CS	5		
2	5 LB	TYSONRL	CHICKEN BRST DICED GRL FC	CS	5		
24	3.5 OZ	UDISHFD	BAGEL PLAIN I/W FS GLU FREE	CS	5		
3	4.5 LB	IMP/MCC	SPICE CUMIN GRND	CS	5		
3	10OZ	IMP/MCC	SPICE PARSLEY FLAKE	CS	5		
4	5 LB	BBRLCLS	CHEESE AMER 160 DELI SLI YEL	CS	10		
4	10#AVG	FIRECLS	BEEF GRND BULK 81/19 CHUB FRS	CS	5		
6	32OZ	SYS CLS	EXTRACT VANILLA IMIT	CS	5		
6	1GAL	AREZCLS	OIL OLIVE BLEND 80/20	CS	5		
6	1LB	IMP/MCC	SPICE CURRY POWDER	CS	5		
2	5 LB	SYS CLS	BACON BIT REAL CKD FINE GF	CS	4		
2	10 LB	BARILLA	PASTA ROTINI TRICOLOR	CS	4		
3	22OZ	IMP/MCC	SPICE BASIL LEAVES	CS	4		
4	2.5 LB	MARZETTI COMPANY	CROUTONS WG	CS	5		
1	30 LB	SYS CLS	BLUEBERRY CULT IQF GR A	CS	3		
12	3LB	SYS CLS	SALT KOSHER FLAKE COARSE	CS	3		
2	5 LB	BBRLIMP	CHEESE CHEDDAR MILD LOAF YEL	CS	3		

PACK	SIZE	BRAND	DESCRIPTION	UNIT	CASES	UNIT/CASE	EXTENDED
						PRICE	PRICE
24	1EA	UDISHFD	BUN HAMBURGER GLUTEN FREE IW	CS	3		
3	5.5 LB	IMP/MCC	SPICE CHILI POWDER DRK	CS	3		
3	7.25LB	IMP/MCC	SPICE GARLIC GRANULATED	CS	3		
3	5LB	IMP/MCC	SPICE PEPPER BLK GRND	CS	3		
4	5LB	CASAIMP	CHEESE CHDR MILD FTNR SHRD YEL	CS	3		
6	#10	SYS CLS	PEACH SLICED CH EXTRA LS	CS	3		
6	10 CT	SYS IMP	TOMATO PASTE FANCY CA	CS	3		
6	1 LB	MINOR	SOUP BASE VEG GF NO MSG SAUT	CS	3		
6	#10	ROLAND	MILK COCONUT UNSWT	CS	3		
6	48 OZ	GREY P	MUSTARD DIJON PLS JAR	CS	3		
6	1 LB	IMP/MCC	SPICE MUSTARD GROUND DRY	CS	3		
6	18 OZ	IMP/MCC	SPICE PEPPER BLK GRND	CS	3		
1	15 LB	SYS REL	BACON LAYFLT 14/18 APL GF PR12	CS	2		
10	3 LB	QOCVIET	SOUP BASE VEGGIE PHO BAG	CS	2		
12	28 OZ	AREZIMP	PEPPER RED RSTD WHL IMP	CS	2		
16	11 OZ	REYNALD	SAUSAGE CHORIZO SOY	CS	2		
3	5.5LB	IMP/MCC	SPICE ONION POWDER	CS	2		
3	4.5LB	IMP/MCC	SPICE PAPRIKA DOM GRND	CS	2		
4	7.9 LB	KNORR	SOUP BASE BOUILLON CALDO DEPOL	CS	2		
4	4.4LB	KNORR	SOUP BASE CALDO DE RES	CS	2		
4	1GAL	HEINZ	VINEGAR CIDER APPLE 5% 50 GRN	CS	2		

PACK	SIZE	BRAND	DESCRIPTION	UNIT	CASES	UNIT/CASE	EXTENDED
						PRICE	PRICE
4	1 GAL	NAKANO	VINEGAR RICE NATURAL	CS	2		
4	135 OZ	CASACLS	SALSA CHUNKY MED AUTHENTIC	CS	2		
4	1 GAL	MOREHSE	MUSTARD YELLOW 4/1 GAL	CS	2		
6	17OZ	BTRBUDS	FLAVOR BUTTER MIST AEROSOL	CS	10		
6	17 OZ.	MCCLNRY	SPICE PAPRIKA SMK	CS	2		
3	1.75LB	IMP/MCC	SPICE OREGANO LEAVES	CS	1		
4	1 GAL	DUPRE	WINE COOKING RED	CS	1		
4	1 GAL	SYS CLS	VINEGAR WINE RED 5% 50 GRN	CS	1		
6	1LB	IMP/MCC	SPICE TURMERIC GROUND	CS	1		

Vendor's Name/Company Name: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative

Date: _____

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ADDITIONAL INFORMATION REQUIRED OF PROPOSERS

Please answer the following questions in sufficient detail to allow evaluation committee members to determine if your products/services are appropriate for the District. Please enter the information in the space provided on this form. Attach additional sheets ONLY after entering responses in the space provided on this form (below). Any response failing to follow these instructions may be deemed non-responsive.

1. Please describe any and all available methods for the District to place orders with your company:

2. Does your company have a minimum order requirement? If so, please describe (e.g., minimum weight, minimum number of pallets, minimum dollar amount): _____

3. How far in advance of product delivery must the District place an order? In other words, what is your required lead time?

4. Where is your company's commodity processing plant located (City and State)?

5. Please explain, in detail, how finished end products will get from your processing facility to the District:

6. Please describe the carrier vehicles that will deliver product to Solana Beach School District:

- | | |
|---|----------|
| Do all trucks have lift gates? (circle one) | YES / NO |
| Are trucks sufficiently refrigerated to hold frozen food products at or below 0°F? (circle one) | YES / NO |
| Will drivers off-load product and place inside the District Warehouse? (circle one) | YES / NO |

7. How soon after the District places an order will the District be notified of any product shortages or substitutions?

8. How will the District be notified of any delivery delays? (Please be specific):

9. Please describe your plan for filling emergency orders from the District:

10. What is your company's policy for handling product recalls? Please include specifics regarding notification and replacement of affected product:

11. What hours will a representative from your company be available to quickly resolve delivery issues?

12. Please explain your date coding system, including the type of date code used (e.g., production date, best-by date, expiration date, etc.) and how to read the code:

Example: _____

13. Please explain your company's return policy and merchandise correction policy:

14. How will your company track and account for the District's USDA Foods (Commodities)? Please include any online tracking systems, if applicable:

15. How will your company manage its inventory to ensure the District timely supply of the proposed products?

16. Does your company accept credit card payments? If yes, which card types do you accept?

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REFERENCE FORM

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

Proposers are strongly advised to alert references of future contact from the Solana Beach School District regarding this solicitation.

Name of School District: _____

Address: _____

Contact Name: _____

Contact's Email Address: _____

Contact's Phone Number: _____

Current Contract Start/End Date: _____

Name of School District: _____

Address: _____

Contact Name: _____

Contact's Email Address: _____

Contact's Phone Number: _____

Current Contract Start/End Date: _____

Name of School District: _____

Address: _____

Contact Name: _____

Contact's Email Address: _____

Contact's Phone Number: _____

Current Contract Start/End Date: _____

***Notes:**

- 1) All three (3) reference districts must be in California.
- 2) At least one (1) of the three (3) districts must be in San Diego County.
- 3) Each Reference must have at least three (3) years of experience.

HACCP and Food Safety Protocols

Food Safety: Food/Beverage vendors shall comply with all Federal, State, and local mandates regarding food safety and have adequate controls in place to ensure the safety of the food/beverages provided. Vendor shall document HACCP compliance, subject to periodic verification, throughout the term of the Contract.

Please provide information below or attach documentation about your company's HACCP and food safety policies and procedures.

Vendor name: _____

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FEDERAL CERTIFICATIONS FORM
(To Be Submitted with Proposal)

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by for any contract resulting from this procurement process.

The Solana Beach School District is the Subgrantee or Subrecipient by definition.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$350,000, which is:

The inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

The Solana Beach School District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

- (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

The Solana Beach School District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor pursuant to Article 35 of the Contract Terms and Conditions.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

- (C) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The vendor agrees to comply with all applicable requirements of the Clean Air Act as shown above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

- (D) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in

accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM

Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The vendor certifies that during the term of an award for all contracts by Solana Beach School District resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

- (E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award.

The undersigned certifies that:

- 1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

- (F) As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

- (G) Record retention requirements for contracts paid for with federal funds – 2 CFR § 200.333

When federal funds are expended by Solana Beach School District for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2

CFR §200.333. The vendor further certifies that the vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Certification of compliance with the energy policy and conservation act

When federal funds are expended by Solana Beach School District for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Certification of compliance with Buy American provisions.

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Company registered on SAM.gov? Yes _____ No _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative

Date: _____

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____, 20____ by and between Solana Beach School District ("District") and _____ ("Contractor"), Contractor hereby certifies to the District's board of education that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Signature of Contractor's Representative

Date

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the Solana Beach School District ("District") has determined that _____ ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated _____, 20__ by and between the District and Contractor because:

- 1) The Contractor's employees will have limited contact with District students during the course of the Contract;
- 2) Emergency or exceptional circumstances exist; or
- 3) With respect to contractors constructing, reconstructing, rehabilitating, or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____.

Signature of School District Official

Date

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

SUBCONTRACTOR CERTIFICATION

With respect to the Contract dated _____, 20____ by and between Solana Beach School District ("District") and _____ ("Contractor"), Contractor hereby certifies to the District's board of education that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Signature of Contractor's Representative

Date

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the Solana Beach School District ("District") has determined that _____ ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated _____, 20__ by and between the District and Contractor because:

- 1) The Contractor's employees will have limited contact with District students during the course of the Contract;
- 2) Emergency or exceptional circumstances exist; or
- 3) With respect to contractors constructing, reconstructing, rehabilitating, or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____.

Signature of School District Official

Date

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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

Name of Proposer _____

Signature _____

Name _____

Title _____

Dated _____

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DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the Solana Beach School District (hereinafter referred to as the "District") and _____ (hereinafter referred to as the "Contractor") for 2027-04 - Frozen, Refrigerated, Dry Goods (hereinafter referred to as the "Project"). This form is required from all successful Proposers pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for 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, and the contractor or grantee 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:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition;

Establishing a drug-free awareness program to inform employees about all of the following:

- The dangers of drug abuse in the workplace;
- The person's or organization's policy of maintaining a drug-free workplace;
- The availability of drug counseling, rehabilitation, and employee-assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations.

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 the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

- A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my 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 agrees 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, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if

I violate the terms of the Drug-Free Workplace Act of 1990; I may be subject to debarment in accordance with the requirements of the Act.

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

Executed on this _____ day of _____, 20____ at _____.

Name of Contractor (Print or Type) _____

Signature _____

Print Name _____

Title _____

Subscribed and sworn before me this _____ day of _____, 20_____

_____ Notary Public in and for the State of California

My Commission Expires: _____

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NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of _____)

I, _____, being first duly sworn, deposes and says that he/she
is _____ of _____ the party making 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 Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham
proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or
anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Contractor has not in
any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the
proposal price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the
proposal price, or of that of any other Contractor, 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 Contractor has not, directly or indirectly, submitted his or her proposal price or any
breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not
pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any
member or agent thereof to effectuate a collusive or sham proposal.

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

Executed on _____, 20____ at _____, California.

Signature of Contractor _____

Print Name and Title _____

Subscribed and sworn to before me this ____ day of _____, 2022

Notary Public in and for said County and State

BUY AMERICAN PROVISION EXCEPTION REQUEST

This documentation is required for all food component items that *are not* produced and processed in the U.S. with at least 51% of its agricultural food components, by weight or volume, from the U.S.

The purchase requirements described in the Buy American Provision clause of this Proposal’s Instructions and Conditions shall not apply in instances when the recipient agency determines:

- (1) The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- (2) Competitive bids reveal the costs of the domestic commodity or product are significantly higher than the nondomestic commodity or product.

Vendor shall not exceed federally mandated annual caps for non-domestic food purchases (10% in 2025, 8% in 2028, 5% in 2031 as provided in 7 CFR 210.21(d)).

[For further information, reference Buy American memo, SP 38-2017]

We _____ (Vendor name) are requesting an exemption to the Buy American Provision Act based on exemption option # _____ (please select either option #1 or #2 listed above).

BID LINE ITEM #	PRODUCT DESCRIPTION	BRAND	MFG CODE #	DOMESTIC PRICE	NON-DOMESTIC (FOREIGN ALTERNATE PRICE)	COUNTRY OF ORIGIN

REASON FOR WAIVER:

Note to Vendor: Submit a separate copy of this form for each Exempted Item submitted on the Proposal.

CERTIFICATION REGARDING POULTRY PRODUCTS IMPORTED FROM CHINA

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 program operator’s responsibility 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.

Implementation of this prohibition should be done by including the provision in all procurement solicitations and contracts for the procurement of poultry. To ensure compliance with the prohibition, program operators should obtain a certification of acknowledgement from their supplier, e.g., manufacturer, processor, or distributor, which acknowledges their agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116–260). A sample of the certification language is attached to this communication and is also located below.

Vendor Certification:

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 federal funds will not be used 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).

Respondent Company Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date

PROPOSAL CERTIFICATION

TO THE BOARD OF EDUCATION OF SOLANA BEACH SCHOOL DISTRICT:

The undersigned has read the proposal and purpose, and agrees to enter into a Contract for furnishing to the Solana Beach School District, San Diego County, hereinafter called the District, the required items at the stated rates; subject to all of the Terms and Conditions of the Notice of Request for Proposals, Contract Documents, Instructions, Terms & Conditions, and Specifications set forth, and all Addenda thereto, on file at the Purchasing Department of said District for the prices set opposite the articles listed herein.

The Vendor shall specify the name and nature of their legal entity. The Proposal shall be signed under the correct firm's name by an officer/employee authorized to obligate the Contractor. By its signature hereunder, Vendor certifies, under penalty of perjury, that all information contained herein is true and correct.

Check One below:

- Sole Ownership
- Partnership
- Corporation
- Other

Company Name

Address

Authorized By (signature)

City, State, Zip Code

Name of Authorized Signer (typed/printed)

Office Phone Number

Title

Fax Number

Cell Number

E-Mail Address

Date

Company Web Site

Please provide a business card with submitted documents.