

San Dieguito Union High School District

INVITATION TO BID

BID NUMBER: B2025-02

STUDENT NUTRITION SERVICES

DRY GOODS, SNACK AND BEVERAGES

Bid Opening: Tuesday, April 23, 2024, 3:00 PM

SUBMITTED BY:

NAME OF COMPANY SUBMITTING BID

Publication: The Daily Transcript

Publication Dates: 3/28/2024 and 4/4/2024

NOTICE CALLING FOR FORMAL BIDS

NOTICE IS HEREBY GIVEN that the **San Dieguito Union High School District**, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but not later than 3:00p.m. April 23, 2024 sealed bids for the award of a contract for the following:

Formal Bid # B2025-02

Student Nutrition Services – Dry Goods, Snack and Beverages

Each bid shall be submitted on a bid form obtained from the District website online at Business Services Dept, Purchasing, Current Bids at <https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html> Specifications, product substitution protocol, and other contract document forms are available without charge.

Please direct all questions to Ellen Fritz, Director of Purchasing, San Dieguito Union High School District, at ellen.fritz@sduhsd.net. Questions and clarifications will be answered via Addendum only and posted on the District website at <https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html> according to the timeline provided in formal bid documents.

Formal written bids may be mailed via U.S. Postal Service, FedEx, UPS or delivered by other means to: San Dieguito Union High School District, Director of Purchasing, 710 Encinitas Blvd, Encinitas CA 92024.

Formal bids not received in the Purchasing Department by the specified date and time will be returned unopened. It is the sole responsibility of the bidder to see that the bid submitted is received in proper time at the address noted herein. The DISTRICT shall be the sole judge of the quality of items offered and reserves the right to reject any or all bids, to accept or reject any one or more items of a bid or to waive any irregularities or formalities in the bids or in the bidding.

This bid may result in the award of a contract to more than one bidder. No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

Katrina Young, Clerk of the Governing Board
San Dieguito Union High School District
San Diego County, California

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CHECK LIST FOR BIDDERS

Please check each box before submitting your bid.

- 1. Include following completed and signed bid documents:
 - _____ Bid Form
 - _____ Non-Collusion Affidavit
 - _____ Certificate Regarding Workers' Compensation
 - _____ Certification Regarding Background Checks
 - _____ Drug-Free Workplace Certification
 - _____ Tobacco-Free School Certification
 - _____ Suspension and Debarment Certification
 - _____ Certification Regarding Lobbying & Standard Form LLL (if applicable)

- 2. A copy of your current business license and a copy of your most recent Public Health Permit Certificate with most recent Health Inspection

- 3. Entire Bid List by Category Product Quotation Sheet (all line items) is complete and any minimum delivery requirements listed

- 4. Completed Bidder Questionnaire

Bid Timeline

Date and Time	Deadline/Process Description
March 28 and April 4, 2024	Legal Notice Calling for Bids is published in the Daily Transcript and online at https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html
April 15, 2024 10:00 AM	Request for Information and Substitutions review request deadline RFIs are to be emailed to: Ellen Fritz, Director of Purchasing Ellen.fritz@sduhsd.net Email message subject line to state "BID B2025-02 Request for Clarification"
April 15-16, 2024	Substitution review period
April 18, 2024 10:00 AM	Final Bid Clarifications and approved Substitutions will be issued via Addendum posted online at https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html
Tuesday, April 23, 2024 by 3:00 PM	BID OPENING DATE AND TIME (BID SUBMITTAL DEADLINE). <u>Sealed written bids with digital copy</u> must be received no later than this date and time at the following address: San Dieguito Union High School District Attn: Purchasing, Formal Bid # B2025-02 701 Encinitas Blvd Encinitas CA 92024
May 16, 2024	Anticipated Award of Bid at SDUHSD Board of Trustees Meeting

INFORMATION FOR BIDDERS

1. **SECURING DOCUMENTS**

For specifications and other contract document forms, please visit <https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html> or contact the Bid Administrator, Ellen Fritz at ellen.fritz@sduhsd.net. Note all correspondences should include in the subject line: "Formal Bid B2025-02"

2. **NAME OF FORMAL BIDDER**

Bidders shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Bids must be submitted under the correct name of the company and signed by an authorized representative of the firm.

3. **PREPARATION OF BID DOCUMENTS**

Bids to receive consideration shall be made in accordance with the following instructions:

a) Bids shall be made upon the forms obtained from <https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html> and properly executed. Bids shall be written in ink or typed. Bids are to be verified by prospective bidder, as they cannot be corrected after bids are opened. The signature of all persons signing bid documents shall be by hand. No oral modifications considered.

b) Bid Documents may be obtained as indicated in paragraph 1. The Bidder can request printed copies of the bid documents at the expense of the bidder. All instructions provided in "Product Quotation Sheet, Instructions," must be followed. The bidder must print the completed Excel product quotation sheet and submit along with the entire bid package. Utilizing the Excel version of the product quotation sheet is a requirement of this bid.

c) Before submitting a bid, bidders shall carefully examine specifications and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations and shall ensure that unit cost and extended cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.

d) One (1) paper copy and one (1) digital copy (USB thumb drive) of the bid must be provided.

e) No bid shall include California sales or use tax, or Federal excise tax.

f) **Additional fuel surcharges on invoices will not be accepted**, as delivery is F.O.B destination with any delivery costs are to be included in bid pricing.

g) No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices bid.

h) Bids shall be delivered to the District Services Center on or before the day and hour set for the opening of bids in the Notice Calling for Formal Bids. Formal Bids shall be enclosed in a sealed envelope bearing the description of the bid and the name of the bidder. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

4. **ADDENDA**

Any addenda issued by the District during the time of bidding shall be posted online at <https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html> and shall become part of the contract.

5. WITHDRAWAL

Any bidder may withdraw their bid, either personally or by written request, at any time prior to the scheduled time for opening of bids. No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening.

6. OPENING

Bids will be opened at the time and place scheduled in the Bid Timeline.

7. AWARD OR REJECTION

The contract will be awarded to the lowest responsive and responsible bidder(s). The District reserves the right to reject any or all bids, or to waive any irregularities or formalities in any bids or in the bidding.

8. EXAMINATION OF DOCUMENTS

Bidders shall thoroughly examine and be familiar with all formal bid documents. The failure or omission of any bidder to receive or examine any contract documents, forms, Addendum(a), or other documents shall in no way relieve any bidder from obligations with respect to formal bid award. The submission of an formal bid shall be taken as prima facie evidence of compliance with this section.

9. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a bid 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 submit a written request for interpretation or clarification to the Bid Administrator, Ellen Fritz at ellen.fritz@sduhsg.net by April 15, 2024 at 10:00 AM. Addenda will be posted online at <https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html>. The District will not be responsible for any other explanation or interpretation of the proposed documents.

10. EQUAL BIDS

When bids are equal they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.

11. CONDITIONAL BID

The District reserves the right to reject any bid that imposes conditions, or terms, on purchases that were not specified in the original bid document.

12. SAMPLES and SUBSTITUTIONS

The District has determined their ideal product list based on a history of student preferences and product quality. If a prospective bidder is requesting a substitution product to the specified item, a Substitute product request email is required. Must provide all details for items being substituted such as line item, manufacturer, packing, etc. Requests for substitutes are due 4/15/24 by 10:00 AM. Approved substitutions will be posted as an Addendum by April 18 by 10:00 AM.

- a) **Samples of items are not required for bidding.** However, if district requests samples, bidder will furnish samples free of expense to the District and if not destroyed by tests, will upon request be returned at the bidder's expense.

- b) Substitutions are due by the date indicated in the bid timeline. The District will assess the product and make a determination formally based on bid addendum.

13. PREVIOUS PERFORMANCE

Bidders are advised that the District reserves the right to reject a bid that cannot demonstrate the ability to provide the products and services required under this formal bid.

The District intends to solicit bids from qualified bidders, appropriately staffed, equipped, and currently established in the business of providing food and nutrition products similar to that specified in this Formal Invitation to Bid.

Delivery Service is a factor in the determination of the award. A bidder’s past delivery and performance practices relating to any previous or existing contracts will be examined. Bidders who have demonstrated poor performance may be subject to disqualification as non-responsible, disqualifying the bidder for contract award.

14. COMPONENT PARTS OF THE CONTRACT

At its own expense and prior to submitting its Bid, each Bidder shall examine the Formal Bid Documents; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the Bid, and determine the character, qualities and quantities specified. The submission of a Formal Bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision.

Agreement provided in Bid Documents will serve as the binding Contract with the incorporation of the additional bid document components listed below:

- Notice to Bidders
- Information for Bidders
- Scope of Work
- Bid Quotation Sheet(s)
- Bid, as accepted, including all required bid attachments

Do not submit Agreement with Bid. It shall be routed by the SDUHSD Purchasing Department upon board approval of contract award.

15. AWARD OF CONTRACT

This bid is solicited with the intent to award one or multiple contracts.

Method of award is by category to the lowest bid price based on extended total price.

The District intends to award a contract based on bid category. Multiple bidders may be awarded a contract as a result of the bidding process.

16. CRITERIA TO DETERMINE RESPONSIVE AND RESPONSIBLE BIDDERS

The bid will be evaluated not on price alone, but also on the following criteria:

- a. **Bidder must provide pricing for no less than 85% of the total line items listed to be considered responsive by category.**
- b. The purchase price;
- c. If a substitution (aka “or equal”) item is bid, it has gone through the substitution process and been formally approved by District;
- d. The reputation of the bidder and its goods and services based on reference feedback;

- e. Bidder's history of delivery fulfillment and product substitutions based on questionnaire responses;
- f. Bidder's recall procedure and the resolution outcome based on questionnaire responses;
- g. Minimum order and delivery quantities;
- h. Product availability and lead times; and
- i. Any other relevant factor that a private business entity would consider.

17. CONTRACT TERM AND RENEWALS

This bid is for one year only. If mutually agreeable, the District reserves the right to renew the contract for up to two (2) additional one-year terms. This renewal is contingent upon competitive pricing not to exceed a 5% increase 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 bidder in writing no fewer than thirty (30) days prior to the expiration of the contract.

18. ASSIGNMENT

No assignment by the bidder of any contract to be entered into hereunder or any part thereof, or of funds to be received by the bidder, will be recognized by the District unless such assignment has had the prior approval of the District and the surety has been given due notice of such assignment in writing and has consented in writing.

19. STATUS OF BIDDER

Bidder is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between District and Bidder or any of Bidder's agents or employees. Bidder assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Bidder, its agents and employees shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees.

20. TERMINATION FOR CONVENIENCE

The District, upon thirty days written notice to bidder, may terminate the contract. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this bid. The District will remit payment for goods satisfactorily rendered prior to the effective date of said termination, and shall provide no further compensation or payment of any type beyond termination date.

21. TERMINATION FOR CAUSE

If the bidder refuses or fails to perform all or any part of its obligations, or fails to perform all or any part of its obligations in a timely manner, or if the bidder should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its sub-vendors should violate any of the provisions of this contract, the District may serve written notice upon him of its intention to terminate the contract. Such notice to contain the reasons for such intention to terminate the contract. Unless such violation(s) cease and arrangements satisfactory to the District for the correction thereof have been made within ten (10) days after the serving of such notice, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

22. DAMAGES

The District shall hold the successful bidder liable and responsible for all damages that may be sustained because of the bidder's failure to comply with any conditions herein. If the successful

bidder fails to furnish or deliver any material, supplies, equipment or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful bidder. Costs accrued by the District for a purchase resulting from a failure to perform, shall be invoiced to the successful bidder 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 \$50.00 will be assessed to cover administrative costs for processing of third party orders resulting from non-performance.

23. ETHICS

The District expects the bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one bidder should not be divulged to another before the award of the contract. The District may consider any bidder found to be engaging in such practices to be non-responsible and may reject its bid.

24. EQUAL EMPLOYMENT OPPORTUNITY

In the execution of a contract, the awarded bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The District is a federal fund recipient and is an equal opportunity provider.

25. CERTIFICATIONS AND DISCLOSURES

This formal bid packet includes specific required certifications and disclosures including Tobacco-Free and Drug-Free Certifications. Additionally, when contracts may exceed \$100,000, the Student Nutrition Services Department is required to obtain Certification Forms from bidders regarding Suspension, Debarment, and Lobbying. All responding formal bids must include these completed forms:

- a) Suspension and debarment certification
- b) Certification regarding lobbying
- c) Disclosure of lobbying activities

The Suspension and Debarment Certification form certifies that neither the bidder nor any of its principals have been proposed for debarment, debarred, or suspended by a federal agency. The Certification Regarding Lobbying form must be completed.

The Disclosure of Lobbying Activities form may need to be completed if any payment has been made or will be made to any person or lobbying entity.

26. CONTACT WITH PUPILS

Awarded bidder shall require each employee in a position requiring contact with minor pupils to submit fingerprints consistent with California Education Code 33192, 44237. Vendor shall comply with the requirements of Education Code 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for Vendor's employees and drivers, prohibiting its employees and drivers from coming in contact with pupils until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the District that none of its employees and drivers who may come in contact with pupils have been convicted of or pleaded nolo contendere to a felony. Nor will any employee and driver who have been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011, or to a felony that would disqualify that employee or driver pursuant to Education Code 44237. Vendor must comply with a complete Fingerprint Certification, contained herein.

27. INSURANCE

During the term of the Contract, Vendor shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Vendor's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

1. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent Service Providers, personal injury, underground hazard, and explosion and collapse hazard where applicable.
2. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
3. Worker's Compensation insurance as required by the laws of the State of California.

The bidder shall furnish proof thereof in the form of a Certificate of Insurance within thirty (30) days of the effective date of this contract. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements, shall be delivered to the District within thirty (30) days prior to the expiration of the term of any policy required herein.

Any general liability policy provided by the bidder 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, individually and collectively, as additional insureds.

Certificates and insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District stating the date of cancellation, reduction or adverse change respecting such insurance. The date of cancellation, reduction or adverse change may not be less than thirty (30) days after date of mailing notice."

After receiving written notice of cancellation of insurance, bidder shall have ten (10) days to provide other policies of insurance similar to the canceled policies and acceptable insurance. If such replacement coverage is not provided, the District may immediately terminate the contract.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the bidder's responsibility for payment of damages resulting from operations under this contract.

28. HOLD HARMLESS

The bidder shall hold harmless and indemnify the District and the Governing Board, its officers, agents and employees from every claim or demand that may be made by reason of:

- a) Any injury, however caused, to person or property sustained by the bidder or by any person, firm, or corporation employed directly or indirectly by him upon or in connection with this performance under the contract.
- b) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the bidder or of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the contract.

c) Any liability that may arise from the furnishing or use of any copyrighted or non-copyrighted composition, secret process, or patented or non-patented invention under the purchase order. The bidder, at his own expense and risk, shall defend any legal proceeding that may be brought against the District or the Board of Trustees, their officers or employees, on any such claim or demand, and satisfying any judgment that may be rendered against them.

29. ATTORNEY'S FEES

If suit is brought by either party to this contract to enforce any of its terms, including all component parts of the contract documents, and the District prevails in such suit, the bidder shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees and investigation expenses.

END OF SECTION

SCOPE OF WORK

1. GENERAL

The San Dieguito Union High School District, Student Nutrition Services, (District) is soliciting bids for providing Grocery Products to be used in the Student Nutrition Services for the period **July 1, 2024-June 30, 2025**. This will allow the District to secure competitive pricing with a pre-determined vendor which enables the purchasing process to be completed in a timely manner.

The bidder shall complete all information requested on the product bid quotation sheet including:

Brand Name	Manufacturer Name
Manufacturer Code Number	Distributor Code Number
Price per case	Unit Price per Each or per Pound item
Extended Price (auto calculated)	

Bidders are required to use District provided Excel sheets and shall not tamper with calculation fields. If bidder does not wish to bid on an item, enter “N/A” for required field(s) The bidder shall label each bid quotation sheet page with the company name.

2 DELIVERY LOCATIONS AND TIMES

a) **Deliveries are required twice a week to nine (9) school kitchens** between the hours of 6:30 AM and 12:30 PM. A set schedule of days and delivery time frames will be set with the Director of Student Nutrition Services and the awarded bidder(s) before the beginning of the contract. A list of all school sites and addresses is included in this bid packet.

A copy of the **2024-2025** school year calendar is included on page 19 of this bid packet. The school calendar is subject to change. The District will provide the bidder with a revised school calendar if any changes are made. Additionally, the District will require deliveries during the summer months to selected schools for summer school programs. The bidder will be advised of the summer school locations, dates and times at least two weeks prior to the start of summer school.

b) Prior to submitting a bid, each bidder shall familiarize themselves with all of the proposed delivery sites in order to fully understand the facilities, difficulties and restrictions in executing this contract.

c) Since delivery is critical on these items, when orders are not received within the agreed upon period, the District will have the right to order the missing items from an alternate vendor who is able to meet the District’s requirements, and the bidder will be liable for the difference between the bid price and the price paid. In all cases, the bidder will be notified in advance if this action is required.

d) The District reserves the right to make additions to or deletions from the specified delivery locations to be served at any time during the period of the contract and to revise delivery times as required.

3. DELIVERY TERMS AND CONDITIONS

The Contractor’s delivery driver shall check in with the Student Nutrition Services Lead or designated representative upon arrival at the cafeteria prior to unloading product into the kitchen. All product received must be servable for a minimum of ten (10) days after the date of delivery based on the “Use By” date on the packaging. Any shortages or unusable product must be replaced no later than the next school day at no additional cost to the District.

Refrigerated food products must be loaded on the delivery vehicle at a temperature not to exceed 40 degrees Fahrenheit, transported on a refrigerated truck, and arrive at its destination with a product temperature not to exceed 40°F.

Frozen products must be loaded on the delivery vehicle at a product temperature not to exceed 10° degrees Fahrenheit. Product shall be transported by way of refrigerated truck in such a manner that the food product shall maintain and arrive at its destination with a product temperature not to exceed 20° F. At destination, the product shall be hard frozen with no signs of defrosting. Any partially thawed product may be rejected at the delivery point.

Temperatures and production dates of all Time/Temperature control for safety foods will be monitored as they are delivered to our schools and warehouse. All products must be delivered in clean, refrigerated trucks and in clean cases/boxes.

4. PRICES

a) Prices bid for all items shall be fixed for the contract period. **Therefore, invoiced amounts should match bid prices.**

b) Prices are to be bid on unit or pack size as stated on the bid quotation sheet. The total bid for each item is the price per unit multiplied by the estimated quantity shown.

c) All prices quoted shall include transportation and delivery into the kitchens to the appropriate storage location: refrigerated, frozen or dry storage.

d) Prices bid will not include Federal or California sales or use tax.

e) By request, the District will review pass through price increases from manufacturers to the successful bidder not to exceed five percent (5%) of the bid price in the contract year, and only with complete documentation. Price increases will only be allowed with thirty (30) days advance written notice accompanied with documentation validating the manufacturer's price increase.

f) For commodity subsidized products, the District is a member of the Super Co-op and will order products according to the Super Co-op protocol. This bid does not include commodity-subsidized products.

5. 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 bid pricing.

6. QUANTITIES

Quantities indicated on this quotation are estimates only, based on previous history. They are submitted as information for the bidder. Actual purchases may vary from item to item and the District cannot guarantee that items will be purchased exactly as indicated. Purchase order quantities and issuances will be made on an as needed basis, depending on customer demand.

7. ORDER SIZE

Any minimum order quantities that are required by the bidder are to be included in the bid response. Minimums will be considered as part of the bid evaluation.

8. CASES, PACKAGES AND LABELING

- a) Packages shall be so constructed as to ensure safe and sanitary transportation to 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 and without meeting any minimum order requirement for product or delivery.
- b) 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. Milk crates must be clean and in good condition.
- c) All ingredients must be declared on the product label, as required by the Food and Drug Administration. All products must be clearly labeled with a "Use By" date, product name, code, weight and count.

9. BUY AMERICAN PROVISION, current as of February 2024 at bid issuance

According to the current definition of a domestic commodity or product found in 7 CFR Part 210.21(d), the term 'domestic commodity or product' means the following:

- i) An agricultural commodity (reimbursable meal food component) that is produced in the United States; and
- (ii) A food product that is processed in the United States substantially using agricultural commodities (defined above) that are produced in the United States. Substantially means over 51% by weight or volume from American products.

All purchases made by the District are subject to the Buy American Provision.

Pursuant to 7 CFR Part 210.21(d), the District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program Meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

In the event a product does not have a country-of-origin label, awarded bidder is required to provide a certification of domestic origin.

Exceptions to the Buy American provision should be used as a last resort only when one of the following two conditions exist:

- i. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- ii. Competitive bids reveal the costs of a U.S. product are significantly higher (25% or more) than the non-domestic product.

Bidder is expected to stay up to date with regulations related to the Buy American Provision and provide a representative to give the District technical and other assistance as needed.

10. PRODUCT SPECIFICATIONS AND COMPLIANCE

The District will perform tests on random samples of products that are delivered to ensure compliance with contract specifications. If product fails to meet specifications, bidder shall pick up all remaining product of that lot and issue a credit memo or offer immediate replacement at no cost to the original site. The bidder shall make financial restitution to the District within 60 days after a written request.

11. NUTRITIONAL INFORMATION

Within thirty (30) days following the award of bid, the successful bidder must provide the District with current nutritional information for each item awarded on the contract or the successful bidder must provide the District with an easily accessible, pointed location whereby all product nutritional information is maintained (i.e., vendor webpage). A nutrition facts label must comply with the current Food and Drug Administration (FDA) standardized requirement for food labels.

Bidder must notify the District immediately regarding any changes to specification sheets, ingredients or nutrition facts as that information becomes available from the manufacturers.

12. 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, (b) failure to meet contract specifications, wholesomeness standards, and to hold the bidder 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, by California, by the state in which the originating plant is located, or by the applicable federal standards, whichever is highest.

13. DELIVERY SUBSTITUTIONS

In the event the awarded bidder is unable to deliver an item as specified in this contract, notification of shortage must be made at least 24 hours prior to scheduled delivery, to the Director of Nutrition Services at (760) 753-6241 ext. 3425. An equal or better substitute product must immediately be made available to the district for approval and subsequent distribution to the sites at no additional charge to the District for product, freight, or redelivery to District sites. **Bidder must disclose if the proposed substitution does not meet the Buy American provision.** Substitutions in quality or quantity must receive prior approval from the Student Nutrition Director to qualify for payment. If substitution is unavoidable due to market conditions, awarded bidder must provide an equivalent item for District approval at no additional cost to the District for product or freight.

14. ADDITIONAL ITEMS/DELETIONS

The District reserves the right to add other related items to the contract. The price of added items shall be set according to the optional bid percentage off discount and shall be subject to the terms and conditions of this contract.

15. INSPECTION OF FACILITIES – EVALUATION

The District reserves the right to inspect the facilities of the bidder or its processors. If the District determines that after such inspection the bidder or its processors are not capable of performance within the District's standards, their bid will not be considered. The findings and decisions of the District shall be final. Additional inspections during the bid period may be made.

16. PURCHASE OUT OF CONTRACT

The District reserves the right to purchase the same or similar items from other sources as needed if it is in the best interest of the District.

17. ORDERING CONDITIONS

The bidder may be required to use order forms designed by the District. At a minimum, each order will include delivery location, product description, product code and quantity; or

The bidder shall provide a system that permits orders to be transmitted by e-mail, or electronic order. The bidder shall provide toll-free telephone numbers, and email address for ordering, follow-up, etc.

18. INVOICING AND BILLING PERIOD

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 prepared so that one copy, priced, extended, and signed, shall be left with the shipment at the time of delivery. The bidder will retain a second copy to support the monthly statement.

19. STATEMENTS

Statements shall be mailed within five (5) working days after the last day of the month to facilitate payment. Payment will be made on itemized statements with the prices stipulated herein for items delivered and accepted. The District will issue payment on a net-30 basis relative to the date of the statement.

Invoices and statements should be mailed to:
San Dieguito Union High School District
Student Nutrition Services
675 Balour Drive
Encinitas CA 92024

20. CREDITS

Product of unacceptable quality, as determined by the District, will be returned. Credits may be provided by separate credit memo or by an adjustment to the original invoice.

21. LICENSES REQUIRED

The bidder and all of its employees or agents shall secure, and maintain in force, such licenses and permits as are required by law in connection with the furnishing of materials, products, or services covered under this contract. All operations and materials shall be in accordance with the law. **A copy of the bidder's current business license is to be enclosed with this bid.**

California Health and Safety Code Section 110460, et seq. requires that all businesses engaged in the manufacturing, packing, labeling, or holding (warehousing) of processed food products in this state to register annually with CDHS-FDB. Certification and Registration by the CA Department of Health Services, Food and Drug Branch, is required of all bidders. **A copy of the bidder's current Public Health Permit is to be enclosed with this bid.**

The District intends to solicit bids from suppliers currently established in business, with proper qualifications and experience to furnish the items called for in this Invitation for Bids. The District, at its discretion, may ask for evidence in the form of certifications, licenses, inspection results or any other documentation the District feels will validate the bidder's qualifications.

22. HACCP

Bidders are required to maintain a food safety system based on Hazard Analysis Critical Control Point (HACCP) principles. Within thirty (30) days following the award of bid, the bidder may be required to provide the District with documentation as to it and its HACCP plan(s) and quality assurance program.

END OF SECTION

DELIVERY LOCATIONS & TIMES

DELIVERY SITE	ADDRESS	DELIVERY DAY/TIME
Canyon Crest Academy High School (858) 350-0253 ext. 4009	5951 Village Center Loop Rd. San Diego CA 92130	TBD
Carmel Valley Middle School (858) 481-8221 ext. 3028	3800 Mykonos Lane San Diego CA 92130	TBD
Diegueno Middle School (760) 944-1892 ext. 6642	2150 Village Park Way Encinitas CA 92024	TBD
Earl Warren Middle School (858) 755-1558 ext. 4420	155 Stevens Avenue Solana Beach CA 92075	TBD
La Costa Canyon High School (760) 436-6136 ext. 6148	1 Maverick Way Carlsbad CA 92009	TBD
Oak Crest Middle School (858) 753-6241 ext. 3318	675 Balour Drive Encinitas CA 92024	TBD
Pacific Trails Middle School (858) 509-1000 ext. 4630	5975 Village Center Loop Rd. San Diego CA 92130	TBD
San Dieguito High School Academy (760) 753-1121 ext. 5013	800 Santa Fe Drive Encinitas CA 92024	TBD
Torrey Pines High School (858) 755-0125 ext. 2254	3710 Del Mar Heights Road San Diego CA 92130	TBD

*Up to 2 deliveries per week and hours of delivery are between 6:30 AM and 12:30 PM

School Calendar source next page: <https://www.sduhsd.net/documents/District%20Calendars/2024-2025/2024-2025-Classified-Calendar.pdf>

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
2024-2025 CLASSIFIED CALENDAR
First day of School: 08/13/2024 - Last day of School: 05/30/2025**

						# WORK DAYS						
M	T	W	T	F	Holidays/Recesses	ST	ST+5	ST+10A	ST+10B	11-MO	12-MO	
Jul	1	2	3	4	5	07/04- Independence Day						
Jul	8	9	10	11	12	07/11 - First Day - 11-month Employees						
Jul	15	16	17	18	19		0	0	0	3	15	
Jul	22	23	24	25	26						22	
Jul	29	30	31			07/29 - First day - ST+10B Employees						
Aug				1	2	08/01 - First day - ST+10A Employees						
Aug	5	6	7	8	9	08/05 - First day - ST+5 Employees						
Aug	12	13	14	15	16	08/08 - In-Service Day, First day - ST Employees	15	20	22	22	22	
Aug	19	20	21	22	23	08/09 & 08/12 - Non work, Non-Paid day ST						
Aug	26	27	28	29	30							
Sep	2	3	4	5	6	09/02 - Labor Day						
Sep	9	10	11	12	13							
Sep	16	17	18	19	20		20	20	20	20	20	
Sep	23	24	25	26	27							
Sep	30											
Oct		1	2	3	4							
Oct	7	8	9	10	11							
Oct	14	15	16	17	18		23	23	23	23	23	
Oct	21	22	23	24	25							
Oct	28	29	30	31								
Nov					1							
Nov	4	5	6	7	8		15	15	15	15	18	
Nov	11	12	13	14	15	11/11 - Veterans Day						
Nov	18	19	20	21	22							
Nov	25V	26V	27V	28	29	11/25 - 11/29 - Fall Break						
Dec	2	3	4	5	6							
Dec	9	10	11	12	13							
Dec	16	17	18	19	20V	12/20 - 01/03 - Winter Break	14	14	14	14	18	
Dec	23V	24	25	26V	27V	12/24 - Christmas Eve, 12/25 - Christmas Day						
Dec	30V	31				12/30 - Non-work, Non-paid day 12 Mos, 12/31 - New Year's Eve						
Jan			1	2V	3	01/01 - New Year's Day						
Jan	6	7	8	9	10	01/06 - Non-Work, Non-Paid day - ST, ST+5, ST+10						
Jan	13	14	15	16	17	01/07 - Inservice Day	18	18	18	18	21	
Jan	20	21	22	23	24	01/20 - Martin Luther King, Jr. Day						
Jan	27	28	29	30	31							
Feb	3	4	5	6	7							
Feb	10	11	12	13	14		18	18	18	18	18	
Feb	17	18	19	20	21	02/17 - 02/18 - President's Weekend						
Feb	24	25	26	27	28							
Feb												
Mar	3	4	5	6	7							
Mar	10	11	12	13	14							
Mar	17	18	19	20	21		20	20	20	20	21	
Mar	24	25	26	27	28							
Mar	31V					03/31 - 04/04 - Spring Break						
Apr		1	2	3	4	03/31 - 04/04 - Spring Break						
Apr	7	8	9	10	11	04/04 - Spring Holiday						
Apr	14	15	16	17	18		18	18	18	18	21	
Apr	21	22	23	24	25							
Apr	28	29	30									
May				1	2							
May	5	6	7	8	9							
May	12	13	14	15	16		21	21	21	21	21	
May	19	20	21	22	23	05/30 - Last day - ST, ST+5, & ST+10B Employees						
May	26	27	28	29	30	05/26 - Memorial Day						
Jun	2	3	4	5	6	06/04 - Last day - ST+10A						
Jun	9	10	11	12	13							
Jun	16	17	18	19	20	06/19 Juneteenth Holiday	0	0	3	0	20	
Jun	23	24	25	26	27	06/30 - Last day - 11-month Employees						
Jun	30											
	Holiday					# of Work Days	182	187	192	192	224	245
	V Automatic Vacation Day < 12-mo employees					# of Holidays	13	13	13	13	14	15
	Non-Work, Non-Paid Day for ST					# of Paid Days	195	200	205	205	238	260
	Non-Work, Non-Paid Day for ST, ST+5, ST+10A, & ST+10B					# Days per Contract	195	200	205	205	238	260
	Non-Work, Non-Paid Day for ST, ST+5, ST+10A, ST+10B, & 11											
	Inservice Day											
	Non-Work, Non-Paid Day for 12-mo employees											

BID FORM

The San Dieguito Union High School District, acting by and through its Governing Board ("District"):

1. Pursuant to and in compliance with the Notice to Bidders and other documents relating thereto, the undersigned bidder, having familiarized the terms of the Contract, the Specifications, and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, all in strict conformity with the specifications and other contract documents, including Addenda Nos. _____, _____, _____, and _____ on file at the Student Nutrition Services Department of the District for the prices for the articles listed herein.
2. It is understood that the District reserves the right to reject this bid in whole or in part; to waive formalities in the bids or bidding, and that this bid shall remain open and not be withdrawn for a period of sixty (60) days form the date prescribed for the opening of this bid.
3. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening of the bid, or at any time thereafter before this bid is withdrawn, the undersigned agrees that after receipt of notification of award, the contract will be executed. Bidder will provide products and services in the time specified in the contract documents.
4. Notice of acceptance or request for additional information should be addressed to the undersigned at the address stated below.
5. Total amount of our bid transferred from the last page of the bid quotation sheet for

Bid # B2025-02 Dry Goods, Snack and Beverages

is \$ _____ . _____ .
_____ Dollars

I, _____, the _____ of the bidder, hereby certify
Name of Signer Title
under penalty of perjury under the laws of the State of California, that all of the information submitted by the Bidder in connection with this bid and all of the representations made herein are true and correct.

Executed on this ___ day of _____, 2024 at _____, _____,
California. City County

Legal Name of Bidder _____
Company

By _____
Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of an authorized officer or agent; if the bidder 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 bidder is an individual, his name and signature shall be placed above.

TO BE COMPLETED BY BIDDER:

Business Address: _____

Telephone: _____
E-mail: _____

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of _____)

I, _____ (Name), being first duly sworn, deposes and says that he or she is
_____ (Title) of _____ (Company) ,

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

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

Executed this _____ day of _____, 2024 at _____, California.

Representative

Signature of Authorized

Printed Name of Above

Title

Name of Company

CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for 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.

Representative	Signature	of	Authorized
	Printed Name of Above		
	Title		
	Name of Company		

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

Certification Regarding Criminal Records Check
AB 1610, 1612, and 2102

To the Board of Trustees of the San Dieguito Union High School District:

I, _____ certify that:
(Name of Vendor)

1. I have carefully read and understand Article 26 of the Information for bidders regarding Criminal Record Checks required by the passage of AB 1610, 1612 and 2102.
2. Du the nature of the wo will be performing for the District, my employees will **OR** will not have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. When I obtain the criminal background check, I shall immediately provide any subsequent arrest and conviction information received to the District pursuant to the subsequent arrest service.
5. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections §667.5 and §1192.7. This determination was made by a fingerprint check through the Department of Justice and the Federal Bureau of Investigation.

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

Executed at _____, _____ on _____
(City) (State) (Date)

Signature

Typed or printed name

Title

Address

Telephone

DRUG-FREE WORKPLACE CERTIFICATION

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

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug use in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free (controlled substances, tobacco and alcohol) workplace.
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs.
 - iv. The penalties that may be imposed upon employees for drug use violations.
- C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (A.) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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.

Representative

Signature of

Authorized

Printed Name of Above

Title

Name of Company

TOBACCO-FREE SCHOOL CERTIFICATION

The San Dieguito Union High School District Governing Board recognizes the health hazards related to the use of tobacco and tobacco products, including the breathing of second-hand smoke and desires to provide a healthy environment for students and staff

Therefore, the Board, in the best interests of the District, its students, and its employees, and in accordance with State and Federal laws, requires the district to be tobacco-free in all district buildings, facilities, and vehicles owned, leased or operated by the San Dieguito Union High School District.

Tobacco-free shall mean prohibition of the use of tobacco or tobacco products on any part of school district grounds or buildings, in district vehicles, and at any time by anyone on district property. This includes tobacco use by staff, students, parents, and other individuals at any district-sponsored event or activity.

Effective January 1, 1995, per the tobacco-free school policy set forth in Board Policy Number 3513.3 of the San Dieguito Union High School District, a copy of which is stated above and is incorporated herein by reference; contractors, subcontractors and any officers, agents and employees of either of them shall be deemed visitors to the District while on District premises. Pursuant to the terms of the Policy, the use of tobacco, or any product containing tobacco or nicotine products by any visitor on school premises is prohibited.

By signing below, the undersigned acknowledges notice of Board Policy 3513.3 and remedies set forth herein.

Signature of Representative

Printed Name of Above

Title

Name of Company

U. S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

 Organization Name Bid # B2025-02 NS Dry Goods, Snack and Beverages
 PR/Award Number or Project Name

Name and Title of Authorized Representative(s)

Signature(s) Date

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (REV 12/15)

Certification Regarding Lobbying for Federal Grants in Excess of \$100,000.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) **If** any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, **the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.**

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant

Name of Program

Printed Name and Title of Authorized Representative

Signature

Date

**STANDARD FORM - LLL, "DISCLOSURE LOBBYING ACTIVITIES" - CERTIFICATION
REGARDING LOBBYING**

Approved by OMB

0348-0046

Disclosure of Lobbying Activities
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Agreement

(Sample only. Do Not Include in Submitted Bid Documents)

This Contract, made this _____ day of _____, 2024, in the County of San Diego, State of California, by and between the San Dieguito Union High School District, hereinafter called the District, and _____, hereinafter called the Contractor,

The District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1: The Contractor hereby agrees to sell to the District food items that may be named later for the District to sell to its customers as detailed in:

**BID # B2025-02
NUTRITION SERVICES DRY GOODS, SNACK AND BEVERAGES**

and in strict compliance with the contract documents specified in Article 5 below.

ARTICLE 2: TIME FOR PERFORMANCE.

(a) The term of this Contract shall be from July 1, 2024 through June 30, 2025. The District maintains the right to extend this Contract for up to two (2) years depending on new prices and service. Contractor shall not perform any work under this Contract until (1) Contractor furnishes proof of insurance as required under Article of the Terms and Conditions and (2) the District gives the Contractor a written, signed and numbered purchase order which shall serve as a Notice to Proceed.

(b) In entering into this Contract, Contractor acknowledges and agrees that the specifications and delivery requirements stipulated herein are adequate and reasonable.

ARTICLE 3: CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract documents, those prices shown in the bid form for the products ordered.

ARTICLE 4: TERMINATION AND DAMAGES. Refer to Information for Bidders.

ARTICLE 5: COMPONENT PARTS OF THE CONTRACT. The Contract entered into consists of the following contract documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Agreement
- Bid Form
- Notice Calling for Formal Bids
- Information for Bidders
- Scope of Work
- Delivery Locations & Times
- 2024-25 School Year Calendar
- Non-Collusion Affidavit

- Certificate Regarding Workers' Compensation
- Drug-Free Workplace Certification
- Tobacco-Free School Certification
- Suspension and Debarment Certification
- Certification Regarding Lobbying and Form LLL (if applicable)
- Addenda Nos. _____, _____, _____, as issued
- Bidder Questionnaire
- Bidder Business License
- Bidder Health Permit
- Product quotation Sheets

All of the above-named contract documents are intended to be complementary. Work required by or conditions stated in one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

We propose to enter into a contract to furnish and deliver the items as specified and at the prices bid, which includes all delivery charges.

Deliveries will be made to the designated locations. The merchandise will be unloaded and placed inside the building in an area designated by an authorized representative of the District.

ARTICLE 6: ADMINISTRATION OF THE CONTRACT AND NOTICES. This Contract shall be administered on behalf of the parties as follows, and any notice or correspondence desired or required to be sent to a party hereunder shall be addressed and directed as follows:

FOR THE DISTRICT: SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
 Director of Nutrition Services
 710 Encinitas Blvd.
 Encinitas CA 92024
 Telephone: (760) 753-6491 ext. 3425

FOR THE CONTRACTOR: Name: _____
 Title: _____
 Address: _____

 Telephone: _____
 Fax: _____
 E-mail _____

All notices given or required to be given pursuant to this Contract shall be in writing and may be given by personal delivery or by mail, and when addressed in accordance with this paragraph, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses or persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. In emergencies, telephone notice may be given if followed by overnight written communication. Any time limits regarding notification will be based on written communication.

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

CONTRACTOR:

DISTRICT:

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

By _____

By _____

Printed Name of Signer

Title _____

Superintendent or Associate Superintendent

Board Approval Date: _____

BID QUOTATION SHEET, INSTRUCTIONS**INSTRUCTIONS FOR COMPLETION OF BID CATEGORY LIST QUOTATION SHEET:**

1. Write the brand name and manufacturer, manufacturer code number, and distributor code number next to each item in the space provided under the applicable column heading.
2. When packaging or case count is different than the pack size specified, cross out the pack size shown and write the pack size of the product you are quoting.
3. All items must be bid to be responsive.
4. Prices are to be bid on EACH or per POUND as stated on the bid quotation sheet. The Extended Price will be calculated by spreadsheet formula.
5. The grand total of the extended costs must be entered on the "Grand Total" line at the bottom of the bid quotation sheet.

BID CATEGORY LIST QUOTATION SHEET – PRICE RESPONSE

Bidders are instructed to complete the quotation sheet in **Excel** in order to utilize the auto calculations embedded in the form. District issued Excel documents are located online at <https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html>

Bidder Questionnaire

Instructions: Please complete each question and submit with bid package.

1. Number of years in business: _____ 2. Number of years in K-12 sector: _____

3. Given the information about delivery requirements provided in the bid document, please list any minimum order amount requirement, including the unit of measurement (i.e. minimum by case or by dollar amount):

4. Please provide the average percent fulfillment rate for your organization for the last three months.

5. Please provide the lead time anticipated for the majority of products listed on the bid (in business days): _____

6. Please provide references for school districts you have worked with within the last one to three years.

School District Name	Contact Person Name	Contact Person Email Address	Contact Person Phone Number

7. Optional: The District has provided a list of known items anticipated for purchase in the future year(s). However, the food manufacturing environment is dynamic and additional items may be of interest to the District for purchase after this bid is issued and awarded. For any items not listed on the bid, please provide the percent off discount you will provide. If not applicable, please indicate "N/A." _____

8. Please indicate the lead time that your organization requires for ordering new products (in business days): _____

9. Describe your product recall process: _____
