



MT DIABLO UNIFIED SCHOOL DISTRICT  
PURCHASING/WAREHOUSE DEPARTMENT

2326 Bisso Lane  
Concord, CA 94520

RFP NO. 1808

Milk and Dairy Products for the Food  
Service Department in 2018-2019

VOLUME I

Date Due:

June 1, 2018 at 10:00am

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**SCHEDULE**

Advertising Dates	May 18 & May 25, 2018
Questions due from Bidders	May 27, 2018
FINAL Addendum to Bidders	May 28, 2018
Open Bids	June 1, 2018
Board Meeting	June 25, 2018
Notice of Award	June 26, 2018
Contract Submittals due to District	June 29, 2018
Start Date:	July 1, 2018
Contract End Date:	June 30, 2019

**END OF DOCUMENT**

## NOTICE INVITING PROPOSALS

Notice is hereby given that the governing board (“Board”) of the Mt. Diablo Unified School District (“District” or “Owner”) will receive sealed proposals for the following project, (“Project” or “Contract”):

### RFP# 1808 Milk and Dairy Products for the Food Service Department in 2018-2019 School Year

Sealed proposals will be received until **June 1, 2018 at 10:00 AM**, at the Purchasing/Warehouse Department located at 2326 Bisso Lane, Concord, California, at or after which time the proposals will be opened and publicly read aloud. Any claim by a proposal provider of error in its proposal must be made in compliance with section 5100 et seq. of the Public Contract Code. Any proposal that is submitted after this time shall be non-responsive and returned to the proposal provider.

All proposals shall be on the form provided by the District. Each proposal must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to bidders.

Any contractor who wishes their proposal to be considered is responsible for making certain that their proposal is received in the Purchasing Office by the proper time. No oral, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled Submittal Deadline will be returned unopened.

**Project Manager:** Dominic Machi, Director, Food and Nutrition Services,  
(925) 682-8000 Ext: 4124

**Estimate:** \$425,000

Any questions regarding the RFP process must be submitted in writing by May 27, 2018. Please contact the Director, Food and Nutrition Services, Dominic Machi, (925) 682-8000, ext. 4124 or E-mail: [machid@mdusd.org](mailto:machid@mdusd.org).

The successful bidder and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the District or on the Internet at: <<http://www.dir.ca.gov>>. bidders and subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.

Contract Documents are available on-line at <http://planroom.mdusd.org/ncb>

The District’s Board reserves the right to reject any and all proposals and/or waive any irregularity in any proposal received.

The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:

**The base proposal amount and the evaluation criteria provided herein  
that provides the best overall value to the District.**

Dr. Nellie Meyer  
Governing Board Clerk

Advertised dates: May 18, 2018  
May 25, 2018

# **INSTRUCTIONS TO BIDDERS**

## **FORMS**

RFP's must be submitted on preprinted RFP Forms supplied by the Purchasing Department.

## **INFORMED BIDDERS**

Before submitting RFP's, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidder's own risk and they cannot secure relief on the plea of error.

## **INK OR TYPEWRITTEN**

All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the RFP.

## **PRICES**

Prices shall be stated in units and proposals made separately on each item. Where there is a conflict between unit prices and extended prices, unit prices will govern. Where there is a conflict between words and figures, words will govern.

## **QUESTIONS, INTERPRETATION, OR CORRECTION OF RFP DOCUMENTS**

Bidders shall notify the Purchasing Agent promptly of any error, omission, or inconsistency that may be discovered during examination of the solicitation. Requests for interpretation, correction, or clarification shall be made in writing to the Purchasing Agent. Questions regarding this solicitation must be submitted in writing, by email, to the Purchasing Director Brad Hunter at [hunterb@mdusd.org](mailto:hunterb@mdusd.org) . Any questions received after the date identified on the NOTICE INVITING PROPOSALS will not be addressed. Bidder's company name, address, phone, and fax number, and contact person must be included with the questions or comments. Oral questions may be presented at any pre-bid conference held for this solicitation.

## **CLARIFICATION, CORRECTIONS, OR CHANGES TO SPECIFICATIONS**

All clarifications, corrections, or changes to the solicitation documents will be made by Addendum only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. Interpretations, corrections and changes shall not be binding unless made by Addendum. All Addenda shall become part of the RFP documents. Addendum will be sent to all known solicitation holders by facsimile or email and posting to the district website at <http://planroom.mdusd.org/ncb> .

It is the Bidder's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by Addendum.

## **RESULTS**

A tabulation of the RFP's received will be available within a reasonable time after the Date Due. Results will be faxed or emailed to interested parties upon request.

## **RULES FOR SUBMITTING RFP'S**

1. Date Due: Quotes must arrive in the Purchasing Department, 2326 Bisso Lane, Concord, CA 94520, by the Date Due shown on the Request for Proposal (RFP).
2. Responsibility: Bidders are solely responsible for ensuring their RFP is received by the Mt. Diablo Unified School District in accordance with the solicitation requirements, before the date and time specified in the RFP, and at the place specified. The Mt. Diablo Unified School District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of RFP shall be made at the office specified in the RFP. Deliveries made before the Date Due and time but to the wrong Mt. Diablo Unified School District office will be considered non-responsive unless re-delivery is made to the office specified before the Date Due and time specified in the RFP.
3. Time for Receipt: If no time for receipt is specified, the RFP shall be due by 10:00am on the date indicated. RFP's received after the date and/or time stated will be considered late and will not be considered for award.

4. Extension of Date Due and/or Time: The Mt. Diablo Unified School District reserves the right to extend the Date Due and/or time when it is in the best interest of the Mt. Diablo Unified School District.
5. Forms: To be considered for award, each RFP shall be made on forms furnished by the Mt. Diablo Unified School District.
6. Signature: To be considered for award, each RFP shall be signed by an authorized representative of the bidder.
7. Sealed: RFP's must be submitted in person or by mail in a sealed envelope by the due date and time as stated in the RFP specifications. NO facsimile transmissions or RFP's received by e-mail will be accepted.
8. Terms of the Offer: The Mt. Diablo Unified School District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the Mt. Diablo Unified School District. RFP's offering terms other than those shown herein will be declared non-responsive and will not be considered.

**Withdrawal: Bidders' authorized representative may withdraw RFP's only by written request received by the Purchasing Director before the RFP Date Due. After that time, Bidders may not withdraw their RFP's for a period of ninety (90) days from the date of the opening. At no time may the successful Bidder(s) withdraw his RFP.**

**END OF DOCUMENT**

**NON-COLLUSION DECLARATION**  
**Public Contract Code § 7106**

**(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

The undersigned declares:

I am the \_\_\_\_\_ **[PRINT YOUR TITLE]**

of \_\_\_\_\_ **[PRINT FIRM NAME]**,

the party making the foregoing Contract.

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

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

Per U.S. Code § 1746, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

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

Proper Name of Bidder: \_\_\_\_\_

City, State: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF DOCUMENT**

**WORKERS' COMPENSATION CERTIFICATION**

PROJECT/CONTRACT NO.: **BID# 1808 Milk / Dairy Products for the Food & Nutrition Services Department**

between Mt. Diablo Unified School District (the "District" or the "Owner") and \_\_\_\_\_  
\_\_\_\_\_ (the "Contractor" or the "Bidder") (the "Contract" or the  
"Project").

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:

- 1 By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
  
- 2 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 its 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 the Contract.

Date: \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(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 the Contract.)

**END OF DOCUMENT**



**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: **BID# 1808 Milk / Dairy Products for the Food & Nutrition Services Department**  
between Mt. Diablo Unified School District (the “District” or the “Owner”) and \_\_\_\_\_  
(the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours’ notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Project including, without limitation, the requirement that it and all of its Subcontractors are registered pursuant to Labor Code section 1771, et seq.

Date: \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**END OF DOCUMENT**

## **DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: **BID# 1808 Milk / Dairy Products for the Food & Nutrition Services Department**  
between Mt. Diablo Unified School District (the “District” or the “Owner”) and \_\_\_\_\_  
\_\_\_\_\_ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

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

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

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person’s or organization’s policy of maintaining a drug-free workplace.
  - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to 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 sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**END OF DOCUMENT**

## TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: **BID# 1808 Milk / Dairy Products for the Food & Nutrition Services Department**  
between Mt. Diablo Unified School District (the "District" or the "Owner") and \_\_\_\_\_  
(the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

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

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

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

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF DOCUMENT**

## GENERAL CONDITIONS AND TERMS

1. **Award and Administration:** This contract is being awarded by the Mt. Diablo Unified School District and will be administered by the Purchasing Department.
2. **Ordering:** Orders are to be fulfilled as scheduled. Any additional supplies will be ordered on an as needed basis.
3. **Quantities:** Any quantities given or implied are estimates only and based on prior year's consumption or estimates. The District reserves the right to purchase reasonably more or less than the quantities stated. Availability of commodities may directly affect the amount of some items purchased. The District will order in quantities best suited to their needs and storage facilities within limits of conditions of the vendor.
4. **Pricing:** Price changes must be based upon only on the fluctuations of Class 1, raw milk for the Bay Area Marketing Area. The original quoted price and subsequent price changes will remain fixed for at least (30) days. Request for price increases/decreases must be submitted in writing to the District for approval. The request shall be submitted by the 10th day of the month preceding the month in which the change will occur. A copy of the Federal Milk order shall be attached to the request, as well as written calculation showing how the price was determined. Price changes will only be considered when the cost of raw milk per hundred weight (cwt.) has changed by at least \$0.15. This represents a change in price per half pint of milk of \$0.001. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Contra Costa County for products listed herein. Failure to do so may result in non-renewal or termination of the agreement.
5. **Terms:** All terms set forth in the bid shall apply to all districts using this contract. Terms shall include but not be limited to price, delivery, applicable discounts, service, and packaging, when applicable.
6. **Stock Availability:** Vendors will stock items proposed with the guarantee to buyer that there will be no stock-outs. Vendors must contact the district within twenty-four (24) hours of a stock-out beyond their control.
7. **Termination for Default:** If the said Vendor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Vendor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

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

8. **Corrective Action and Non-Performance:** A Corrective Action Notice is an official District notice to the Vendor of an unacceptable action, or lack of action, or non-compliance with the obligations of the Bid, Scope of Work, and/or Insurance Requirements, and notification of the specific date required for compliance. The District may issue a Corrective Action notice for any for the following:
  - a) Failure to comply with any material term of this Agreement.
  - b) Failure to comply with timelines and tasks for the ordering, delivery, and operation of the equipment or submission of an invoice that fails to meet the bid requirements.
  - c) Insufficient, incomplete, or faulty project documentation.
  - d) Failure to provide documentation or reports in a timely manner.

Vendor shall be given one written or verbal notice identifying the potential problem prior to issuance of a Corrective Action Notice.

Vendor shall receive a Corrective Action Notice identifying the task, item or action, and the time line for compliance.

Vendor shall have the time specified in the Corrective Action Notice to respond to the Corrective Action Notice and identify plan of correction.

If Vendor fails to respond to the Corrective Action Notice, the District may immediately suspend or terminate this Agreement, in whole or in part. The District shall have the right to demand of Vendor the repayment to the District of any funds disbursed to Vendor under this Agreement, which, in the judgment of the District, were not expended in accordance with the terms of this Agreement, and may prohibit Vendor and specific equipment from participation in any future incentive programs. Vendor shall promptly refund any such funds upon demand. In addition to immediate suspension or termination, the District may impose any other remedies available by law, in equity, or otherwise specified in this Agreement.

In no event shall any payment by the District constitute a waiver by the District of any breach of this Agreement or any default, which may then exist on the part of the Vendor. Neither shall such payment impair or prejudice any remedy available to the District with respect to the breach or default.

9. **Termination for Convenience:** DISTRICT may terminate this Agreement at any time by giving the VENDOR thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, VENDOR shall be entitled to no further compensation or payment of any type from the DISTRICT.
10. **Compliance with Laws:** Seller shall, in the performance of work under District's order, fully comply with all applicable Federal, State and local laws and regulations and shall indemnify and hold District harmless from any liability, cost or expense (including, without Limitation), District's court costs and reasonable attorney's fees) resulting from Sellers failure of compliance. Seller agrees upon request to furnish District with a certification of compliance with respect to any or all such laws and regulations in such form as District may require. Should seller fail to comply with any law(s) the District may terminate the Agreement without notice.
11. **Extra and/or Additional Specifications and Changes:** Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be by a fair and reasonable valuation.

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

- a. By an acceptable lump sum bid from the Vendor.
- b. By unit prices agreed upon by the District and the Vendor.

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

12. **Evaluation Criteria:** This bid will be evaluated on the following factors: price, competency, credibility, and compliance with all aspects of the specifications, exceptions that may be noted and any other factors that may arise during the review process after bid opening.
13. **Buy American Provision:** The Buy American provision in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) regulations (7 Code of Federal Regulations (CFR) Sections 201.21(d) and 220.16(d) requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. A domestic commodity or product is one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially using" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. It is essential that Mt. Diablo Unified School District comply with the Buy American provision which applies to all funds in the food service account and not just to the federal reimbursement. Dealers are to buy food produced in the United States unless (1) food

requirements can only be met with foreign goods, (2) the products are not produced within the United States in sufficient quantity or quality, or (3) the cost of the domestic food product is significantly higher than foreign products.

14. **Requirements of the Agricultural Code and Other Regulations of the State of California:** All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Processor's plant is located or by the applicable federal standards, whoever is higher. All bids shall be accompanied by a certification that the Bidder has complied with all requirements of the agricultural code and other regulations of the State of California. A copy of latest satisfactory County Food Service Health Permit is to be attached to Bid. The following documentation is to be provided upon request:
- a. Description of washing method of prepackaged and prepared produce products,
  - b. Information of where produce grown, purchased, and/or originated from, especially prepackaged items. All food should be USDA inspected.
15. **Method of Award:** The award of bid will be all or nothing.
16. **Invoicing:** An itemized bill of lading must be furnished to each delivery site in duplicate at the time of each delivery to that site. The Bill of Lading must state the purchase order number, school site name/delivery location name, release number (if any), date, vendor name, merchandise delivered and quantity delivered. Any over/shortages must be specifically noted. Vendor shall invoice monthly. A separate invoice must be prepared for each site to which deliveries were made within the invoice period. Invoices shall be prepared and mailed as soon as possible after the last delivery day of each month and must include last delivery day's business. Vendor must submit all credit invoices within 10 days of delivery. Failure to comply will result in District short-paying invoices. All invoices must be received by Mt. Diablo Unified School District Food Services Department, no later than the 10th day of the month following the month to which invoices refer. In addition, vendor must supply a recap by item of all items sold to the District within the invoice period. Invoices and recaps shall be mailed to: Mt. Diablo Unified School District, Attn: Food Services Department, 1936 Carlotta Drive, Concord, CA 94519.

## Terms and Conditions

AGREEMENT. Submission of a signed quote will be interpreted to mean bidder hereby agrees to all the terms and conditions set forth in all the pages of this Request for Proposals. Bidder's signed quote and the Mt. Diablo Unified School District's written acceptance or purchase order shall constitute a contract.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Successful Bidder may not assign, transfer or sell any rights or obligations resulting from this Bid without first obtaining the specific written consent of the Mt. Diablo Unified School District.

AUTHORITY OF THE (MT. DIABLO UNIFIED SCHOOL DISTRICT). Subject to the power and authority of the Mt. Diablo Unified School District as provided by law in this contract, the Mt. Diablo Unified School District shall in all cases determine the quantity, quality, and acceptability of the, materials and supplies for which payment is to be made under this contract. The Mt. Diablo Unified School District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed quote will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

BRAND NAMES. Manufacturers' names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing items. The Bidder shall state the brand name and number.

BRAND SUBSTITUTIONS. Substitutes may be allowed where the replacement product is of equal or better quality and is reviewed and approved in writing by the district. If samples are

requested by the Director of Food and Nutrition Services for this determination, they shall be submitted.

CANCELLATION OF SOLICITATION. The Mt. Diablo Unified School District may cancel this solicitation at any time.

COMPLIANCE WITH OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the Mt. Diablo Unified School District harmless for any failure to so conform.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS. It is understood that the materials, equipment or services offered by the bidder will meet all requirements of the specifications in this Bid.

CONTRACTOR. The term "Contractor" refers to the party entering into a contract with the Mt. Diablo Unified School District as a result of this bid.

VENDOR'S EMPLOYEES/VEHICLES – All personnel working under this contract shall be identified by a distinct nameplate, emblem, patch or badge displayed on the outer garment in a visible location and approved by MDUSD. All vehicles shall have the name of the contractor prominently displayed and must be currently licensed throughout the term of this contract. All personnel shall be qualified and properly trained to perform the work required under this contract as well as completing the Criminal Background Check. Vendor shall at all times furnish and maintain sufficient number of vehicles to perform the work of this contract. Trucks must be kept in good repair.

DAMAGE. The Contractor shall be held responsible for any breakage or loss.

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

MEASUREMENTS. It is the responsibility of the bidder to make all computations to determine his bid price. The Mt. Diablo Unified School District will not be responsible for determining the logistics or capacities needed to comply with the delivery of goods.

RIGHTS RESERVED.

a. **Rejection.** The Mt. Diablo Unified School District reserves the right to reject any or all Bids or any part thereof, or to accept any Bid or any part thereof, or to waive any informality in any Bid, whenever it is deemed to be in the best interest of the Mt. Diablo Unified School District. The Mt. Diablo Unified School District also reserves the right to reject the Bid of any bidder who has previously failed to perform adequately for the Mt. Diablo Unified School District or any other governmental agency.

b. **Cover.** Should the successful bidder fail to comply with the conditions of this Bid or fail to complete the required work or furnish the required materials within the time stipulated, the Mt. Diablo Unified School District reserves the right to purchase the materials in open market, or to complete the required work, at the expense of the successful bidder.

c. **Severability.** If any provision or any portion of any provision, of any contract resulting from this Bid shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.



TERMS OF THE CONTRACT. The terms of the contract shall be limited to the terms herein unless expressly agreed otherwise in writing by the Mt. Diablo Unified School District.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the Mt. Diablo Unified School District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Bidder's signed bid and Mt. Diablo Unified School District's written acceptance shall constitute a binding contract.

ASSIGNMENT. The successful proposer shall not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, firm, or corporation without the previous consent in writing by the District.

CONTRACT TERM. It is the intent to award the contract(s) for an initial one year period with the option to renew it for 3, one-year periods for a possible total contract term of 4 years. The decision to renew the contract(s) will be at the sole discretion of the District and agreed upon by both parties.

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

INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall, at its own expense, hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all claims, demands, liability, loss, damage, expense, costs (including without limitation reasonable attorneys' fees and costs of litigation) of every nature arising out of or in connection with all acts or omissions to act of Contractor or its officers, agents, or employees related to the performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

INSURANCE. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless separately disclosed by Contractor in writing to the General Counsel of the District, and approved and confirmed in separate writing as acceptable by the District.

Insurance coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- iii. **Umbrella/Excess Coverage:** Umbrella coverage with limits of not less than **\$2,000,000** per occurrence shall be provided and will follow form and/or apply over all liability

policies, without exception, including but not limited to Commercial General Liability and Automobile Liability.

- iv. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **Additional Insured Status**

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.

#### **Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared in a separate writing to the office of the District's General Counsel, and must be approved by the District in a separate, written reply. The District may require Contractor to purchase coverage with a lower deductible amount or lower retention or provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the deductible or retention.

#### **Verification of Coverage**

Contractor shall furnish District with original certificates and amendatory endorsements or copies of the applicable policy language effective coverage required under this Agreement. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain and/or provide the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

#### **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

#### **Note regarding Workers' Compensation Insurance**

- a Generally, coverage for sole owners is optional. You would, however, need to have workers' compensation coverage for any employee you may hire, even if it's just one employee, and even if it's just temporary employment. You should consult with your attorney, insurance agent or broker, or carrier regarding the specifics of your situation and your options.

The following documentation shall be submitted upon request to the DISTRICT:

1. Properly executed Certificates of Insurance clearly evidencing all coverage's, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.

2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
3. Upon DISTRICT'S written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

INDEPENDENT CONTRACTOR This Contract is by and between District and vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between District and vendor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever.

The employees and agents of each party, shall, while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security and requirements.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the county of Contra Costa, in State of California. The parties further stipulate that the county of Contra Costa, CA, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

INSURANCE AND BONDS

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

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

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

The General Liability and Auto Liability policies are to contain or be endorsed to name MDUSD, its officers, officials, employees, and volunteers as additional insured for liability arising out of the activities performed in connection with this contract. The Contractor's coverage shall be primary and shall apply separately to each insured against who claim is made or suit is brought,

except with respect to the limits of the insurer's liability. Contractor shall furnish MDUSD original Certificates of Insurance and endorsements (affecting coverage required by this clause) signed by a person authorized to bind coverage on its behalf. Insurance is to be placed with insurers with a current AM Best rating of not less than A: VII the endorsements are to be received and approved by MDUSD before work commences.

**BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE**

(Submit with Bid)

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Notice to Bidders for

**BID# 1808 Milk / Dairy Products for the Food & Nutrition Services Department**

Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the **Mt. Diablo Unified School District, it's Board Members, Employees and agents and then State of California** as Additional Insured for the work specified on the Additional Insured Endorsement Form.

The Additional Insured Endorsement Form must accompany the Certificate of Insurance. Such names for the Additional Insured Endorsement Form are as follows: Form CG2010, Form A, Form B, or an "additional blanket" form.

\_\_\_\_\_  
Name of Bidder (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Signature

\_\_\_\_\_  
Date of Signing

**END OF DOCUMENT**

# Service Level Agreement

## **PURPOSE:**

The Mt. Diablo Unified School District is seeking competitive quotes to provide district-wide Fresh Produce delivery service.

## **OBJECTIVE:**

The Mt. Diablo Unified School District desires to enter into a twelve month contract for District Wide Milk/Dairy Product Delivery services. The vendor shall provide all labor, materials, and necessary appurtenances to perform delivery at the various MDUSD sites listed herein for the period of **July 1, 2018 to June 30, 2019**, with the option of three (1) year extensions.

## **BACKGROUND:**

The Mt. Diablo Unified School District is a K-12 public school district located in Concord, California serving the educational needs of over 32,000 K-12 students. The District covers over 150 square miles, including the cities of Concord, Pleasant Hill, Clayton; portions of Walnut Creek, Martinez, and unincorporated areas including Lafayette, Pacheco, Pittsburg, and Bay Point. Mt. Diablo Unified School District is one of the largest school districts in the State of California, with over 50 school sites and programs.

### The District has:

High schools – 5 Continuation  
High School - 1 Middle  
Schools – 9 Elementary  
Schools – 28  
Special Education Schools – 2  
Central Kitchen – 1  
Adult Education Centers - 2

## **Scope of Work**

The vendor will deliver to identified sites Milk/Dairy Products as identified in this document. The Milk/Dairy Products must be delivered in a refrigerated, clean and sanitary truck and the temperature of the produce and related products must be at 40° or below at time of delivery. A lift gate and pallets may be needed for large loads.

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

This is a one (1) year bid with the possibility of two (2), one (1) year extensions. This bid will be from **July 1, 2018 thru June 30, 2019**.

1. All milk and milk products specified will be purchased from the successful bidder select. The District reserves the right to add or remove product as necessary due to school demand.
2. This proposal is for a one, two, or three times a week delivery.
3. District will provide start up amounts of products. Bidder will then gauge product usage and supply product as needed on delivery days and rotate product as needed. District will contact Bidder if additional product is needed. District will not be responsible for calling in number and codes.
5. Bidder submitting a bid shall specify biodegradable milk containers, which must be acceptable to the Food & Nutrition Services Department. Seal of container shall not make it unduly difficult to open carton by small children nor produce noticeable leakage. Should a leakage occur, vendor will replace entire crate of milk upon being notified.
6. All milk products shall be Grade "A" pasteurized qualities standards, nutritional analysis must be provide immediately upon award of bid or upon request.
7. In the event deliveries are not made, which results in loss of reimbursement funds for the District's lunch program; upon satisfactory agreement between the awarded bidder and the District, the District will deduct the total lost reimbursement from the Supplier's current invoices.
8. Advanced approval by Food and Nutrition Services Department must be obtained prior to substitutions being made. Items substituted must be priced as the same as the item the District would normally receive.

9. Quarterly the successful bidder shall submit a complete listing with usages of all product purchased by the District.
10. All invoices and statements shall be sent to: Mount Diablo Unified School District, 1936 Carlotta Dr. Concord, CA 94519 Attention: Food and Nutrition Services.
11. The District reserves the right to add or delete product; increase or decrease amounts; add or delete site locations.
12. Failure to meet these specifications shall entitle the District to cancel the contract with 30 day notice.
13. All out of date products are to be picked up and credit issued as needed.

**Warehouse Delivery**

1. Milk shall be delivered a minimum of 12 working days prior to the code date indicated on the carton. Bad tasting or sour smelling milk shall be replaced immediately upon notification.
2. Milk will be delivered in a clean plastic carrying case.
3. Milk shall be delivered unwrapped with no plastic.
4. Milk and all dairy products shall be delivered in a refrigerated truck in an approved sanitary manner. Milk shall be delivered at 35 – 40 degrees.
5. Successful bidder shall arrange a predetermined time for deliveries to the warehouse by contacting Food Services Central Office at 925-682-800, ext. 4124
6. Empty milk crates are to be picked up at the time of the next delivery.
7. All out of date products are to be picked up and credit issued as needed.

**Site Delivery**

1. Milk shall be delivered a minimum of 12 working days prior to the code date indicated on the carton. Bad tasting or sour smelling milk shall be replaced immediately upon notification.
2. Milk shall be delivered unwrapped with no plastic.
3. Milk will be stored in the school’s milk coolers by the delivery person.
4. Delivery shall not be made so close to service time as to create concern by the school site and necessitate emergency deliveries by the Food & Nutrition Services Department.
5. Milk and all dairy products shall be delivered in a refrigerated truck in an approved sanitary manner. Milk shall be delivered at 35 – 40 degrees.
6. Deliveries will be accepted during operational hours only. (Schedule to be provided by Food & Nutrition Services)
7. This proposal is for one, two, or three times a week delivery. District will provide start up amounts of products. Bidder will then gauge product usage, set inventory par levels, and supply product as needed on delivery days and rotate product according to FIFO.
9. A duplicate of the signed invoice ticket shall be left at each location at the time of the delivery. An itemized monthly statement showing each delivery location must be sent to District’s Food and Nutrition Services Department. Quantities, item descriptions, unit prices and extended amounts must be shown on each invoice; this shall apply to all credits. The person receiving shall sign invoices and credits.
10. All out of date products are to be picked up and credit issued as needed

Products to be placed by the driver into specified refrigeration or storage units in original cases. Special deliveries may be needed under special circumstances (i.e. equipment failure, theft, etc.) Products may have to be delivered to a site prior to the meal period with as little as one hour notice. Food & Nutrition Services Central Office, 925-682-8000, ext. 4124, will call the vendor; identify the site and problem, amount of product needed, and time needed for delivery. If a product is not available through the company awarded the contract, Milk/Dairy Products will be purchased elsewhere.

The vendor will be required to maintain a log or report for all products of quantities delivered to the District, (velocity report). Vendor will provide these reports upon request by the District.

The Vendor is required to comply with the District insurance requirements as stated in the Terms & Conditions of purchase order.

Delivery hours are from 6:30 a.m. through 1:00 p.m., but not during the school’s scheduled meal periods. Delivery days will be Monday through Friday. Same day deliveries per each route are preferred. The delivery driver will report to the designated area at each site as directed by Food & Nutrition Services and will provide the vendor with a list of names for a point of contact at each delivery site. Both the delivery driver and each site’s point of contact will verify quantities of products delivered. The site point of contact will sign for the delivered quantity only. If a shortage occurs, the site point of contact will line out the printed quantity and write in the correct quantity on the receipt document.

Shortages, if needed will be filled within a 24 hour period.

All delivery tickets must be signed for by the authorized Food Service Manager on site. If the site Food Service Manager is unavailable, a signature must be obtained from the school site Office Manager. Missed deliveries and/or shortages of delivery are unacceptable.

If a product is not available through the company awarded the contract, produce will be purchased elsewhere.

**Contact for Food Services for substitution of items is: 925-682-8000 ext. 4124.**

Product specifications are based on products and pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available. If proposing an alternate or “generic” item, please quote it in addition to the (brand requested) if possible. In any case, the District will be the sole judge as to whether the products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District.

Product shelf life shall not be less than twelve (12) days from date of delivery. Products should be dated, showing a “produced on” or “pull” date. Cartons and cases must be clean and dry with no mixed codes.

The successful vendor shall take all necessary precautions as to not damage District premises or property when delivering food items. In case of damage, vendor shall make proper restitutions.

**Submission of Written Questions**

All questions about the RFP shall be submitted by e-mail by 4:00 p.m. Pacific Standard Time on or before May 27, 2018 to Dominic Machi at [machid@mdusd.org](mailto:machid@mdusd.org). The district will provide written responses to questions from prospective Proposers no later than May 28, 2018 by posting an exhibit or addenda as appropriate to the website.



**MDUSD School Sites****DELIVERY POINTS****Elementary Schools**

Location	Address	City, State, Zip	Phone Number	Contact
<b>Ayers</b>	5120 Myrtle Drive	Concord, CA 94521	(925) 682-7686	
<b>Bancroft</b>	2200 Parish Drive	Walnut Creek, CA 94598	(925) 933-3405	
<b>Bel Air</b>	663 Canal Road	Bay Point, CA 94565	(925) 458-2606	
<b>Cambridge</b>	1135 Lacey Lane	Concord, CA 94520	(925) 686-4749	
<b>Delta View</b>	2916 Rio Verde	Bay Point, CA 94565	(925) 261-0240	
<b>El Monte</b>	1400 Dina Drive	Concord, CA 94519	(925) 685-3113	
<b>Fair Oaks</b>	2400 Lisa Lane	Pleasant Hill, CA 94523	(925) 685-4494	
<b>Gregory Gardens</b>	1 Corritone Court	Pleasant Hill, CA 94523	(925) 827-3770	
<b>Hidden Valley</b>	500 Glacier Drive	Martinez, CA 94553	(925) 228-9530	
<b>Highlands</b>	1326 Pennsylvania Boulevard	Concord, CA 94521	(925) 672-5252	
<b>Holbrook</b>	3333 Ronald Way	Concord, CA 94519	(925) 685-6446	
<b>Meadow Homes</b>	1371 Detroit Avenue	Concord, CA 94520	(925) 685-8760	
<b>Monte Gardens</b>	3841 Larkspur Drive	Concord, CA 94519	(925) 685-3834	
<b>Mount Diablo</b>	5880 Mt Zion Drive	Clayton, CA 94517	(925) 672-4840	
<b>Mountain View</b>	1705 Thornwood Drive	Concord, CA 94521	(925) 689-6450	
<b>Pleasant Hill</b>	2097 Oak Park Boulevard	Pleasant Hill, CA 94523	(925) 934-3341	
<b>Rio Vista</b>	611 Pacifica Avenue	Bay Point, CA 94565	(925) 458-6101	
<b>Sequoia</b>	277 Boyd Road	Pleasant Hill, CA 94523	(925) 935-5721	
<b>Shore Acres</b>	351 Marina Road	Pittsburg, CA 94565	(925) 458-3261	
<b>Silverwood</b>	1649 Claycord Avenue	Concord, CA 94521	(925) 687-1150	
<b>Strandwood</b>	416 Gladys Drive	Pleasant Hill, CA 94523	(925) 685-3212	
<b>Sun Terrace</b>	2448 Floyd Lane	Concord, CA 94520	(925) 682-4861	
<b>Valhalla</b>	530 Kiki Drive	Pleasant Hill, CA 94523	(925) 687-1700	
<b>Valle Verde</b>	3275 Peachwillow Lane	Walnut Creek, CA 94598	(925) 939-5700	
<b>Walnut Acres</b>	180 Cerezo Drive	Walnut Creek, CA 94598	(925) 939-1333	
<b>Westwood</b>	1748 West Street	Concord, CA 94521	(925) 685-4202	
<b>Woodside</b>	761 San Simeon Drive	Concord, CA 94518	(925) 689-7671	
<b>Wren Avenue</b>	3339 Wren Avenue	Concord, CA 94519	(925) 685-7002	
<b>Ygnacio Valley</b>	2217 Chalomar Road	Concord, CA 94518	(925) 682-9336	

### Junior High School

Location	Address	City, State, Zip	Phone Number	Contact
Diablo View	300 Diablo View Lane	Clayton, CA 94517	(925) 672-0898	
El Dorado	1750 West Street	Concord, CA 94521	(925) 682-5700	
Foothill	2775 Cedro Lane	Walnut Creek, CA 94598	(925) 939-8600	
Oak Grove	2050 Minert Road	Concord, CA 94518	(925) 682-1843	
Pine Hollow	5522 Pine Hollow Road	Concord, CA 94521	(925) 672-5444	
Pleasant Hill	1 Santa Barbara Road	Pleasant Hill, CA 94523	(925) 256-0791	
Riverview	205 Pacifica Avenue	Bay Point, CA 94565	(925) 458-3216	
Sequoia	265 Boyd Road	Pleasant Hill, CA 94523	(925) 934-8174	
Valley View	181 Viking Drive	Pleasant Hill, CA 94523	(925) 686-6136	

### High School

Location	Address	City, State, Zip	Phone Number	Contact
College Park	201 Viking Drive	Pleasant Hill, CA 94523	(925) 682-7670	
Concord	4200 Concord Boulevard	Concord, CA 94521	(925) 687-2030	
Mount Diablo	2450 Grant Street	Concord, CA 94520	(925) 682-4030	
Northgate	425 Castle Rock Road	Walnut Creek, CA 94598	(925) 938-0900	
Ygnacio Valley	755 Oak Grove Road	Concord, CA 94518	(925) 685-8414	

### CENTRAL KITCHEN

Loma Vista Adult Center

1266 San Carlos Avenue, Concord, CA 94518

**Delivery days will be Monday through Friday. Delivery hours are from 6:30 a.m. through 1:00 p.m., but not during the school's scheduled meal periods.**

# MDUSD Academic Calendar



## Mt. Diablo Unified School District Academic Calendar 2018-2019

Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>Aug 2018</b>				1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	
<b>Sept 2018</b>							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30						
<b>Oct 2018</b>		1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	31			
<b>Nov 2018</b>					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	
<b>Dec 2018</b>							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					
<b>Jan 2019</b>			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31		

Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>Feb 2019</b>						1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28		
<b>Mar 2019</b>						1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31						
<b>Apr 2019</b>		1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30				
<b>May 2019</b>				1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	
<b>June 2019</b>							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30						
<b>July 2019</b>		1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	31			

T = Work Day, All Teachers	N = New Teacher Day	L = Legal Holiday	B = Board Holiday	R = School Recess
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### 2018 Events

August 9 & 10 – New Teacher Orientation
August 13, 14 & 15 – All Teacher In-Service Day
August 16 – First Student Day
Sept. 3 – Labor Day
Oct 12 End 1st Quarter
Nov 9 End 1st Trimester
Nov 12 Veterans Day
Nov 19-23 School Recess
Nov 22 Thanksgiving Day
Nov 23 Board Holiday
Dec 21 - End 2nd Quarter
Dec 21 - End 1st Semester
Dec 24 - Jan 7 - Winter Recess
Dec 25 - Christmas

### 2019 Events

Jan 1 - New Year's Day
Jan 21 - Martin Luther King Day
Feb 4 - All Teacher In-Service Day
Feb 15 - Holiday
Feb 18 - Presidents' Day
Mar 1 - End 2nd Trimester
Mar 11 - All Teacher In-Service Day
Mar 15 - End 3rd Quarter
Mar 29 - Cesar Chavez Day Observed
Apr 1 - Board Holiday
Apr 1 - 5 - Spring Recess
May 27 - Memorial Day
June 5 - End of 2nd Semester
June 5 - End of 4th Quarter
June 5 - End of 3rd Trimester
June 5 - Last Student and Teacher Day
July 4 - Independence Day

## EVALUATION CRITERIA

Points of Item to Overall Score	Item Being Scored	Evaluation Criteria	Score for Vendor X Score	Score for Vendor Y Score	Score for Vendor Z Score
40 Points	Price (40 pts)	Lowest bid will get full 40 pts, second lowest will get 35 pts, third lowest will get 30 pts.			
20 Points	Milk/Dairy Goods Evaluation & Service (20 pts)	Ability to deliver Milk/Dairy Goods in timely manner/during school hours 6:30 a.m. through 11:00 a.m. but not during school's scheduled meal periods, to all sites (20 pts), not able to delivery will not be considered.			
10 Points	Packaging & labeling (10 pts)	All items are packaged and processed as requested in bid (10 pts). Items are not able to be processed as described (0 pts)			
10 Points	Ability to identify and track point of origin for Milk/Dairy Goods	Can identify point of origin for all items (20 pts), Can provide point of origin for some Items (10 pts), Cannot provide point of origin. (0 pts)			
20 Points	Ability to provide products sourced within the state (20 pts)	Will award proportionate amount of points based on amount of Milk/Dairy Goods able to be sourced from within the state, i.e. if 100% of Milk will be coming from California (10 pts). Will award proportionate amount of points based on amount of Milk/Dairy Goods produced from vendor's Dairy Farm/ Farms within California. (10 pts)			
100 Points					

**RENEWAL OPTION**  
**(To be submitted with proposal)**

If mutually agreeable, the Mt. Diablo Unified School District reserves the right to consider the extension of this contract for three – one year periods for a total contract of 4 years as permitted by law. In the award of this bid renewal, the District will consider the amount of the price increase stated by the bidder as a factor and will compute accordingly. A price increase, if exercised, shall be fully justified by vendor and proved by a test of the marked and/or submission of documents.

Bidder to indicate in space provided if it would accept option to renew for the following periods and at what percentage.

Dates:	Yes	No	Percentage
07/01/18 to 06/30/19	_____	_____	_____
07/01/19 to 06/30/20	_____	_____	_____
07/01/21 to 06/30/22	_____	_____	_____

The undersigned hereby proposes and agrees to furnish, and deliver the goods and services in accordance with the terms, conditions, specifications and prices herein quoted.

Corporate Seal  
(If a corporation)

Proper Name of Individual, Company or Corporation

Authorized Signature (wet signature required on original)

\_\_\_\_\_

Type or Print Signer's Name

\_\_\_\_\_

Title

\_\_\_\_\_

Address, City, State and Zip Code

\_\_\_\_\_

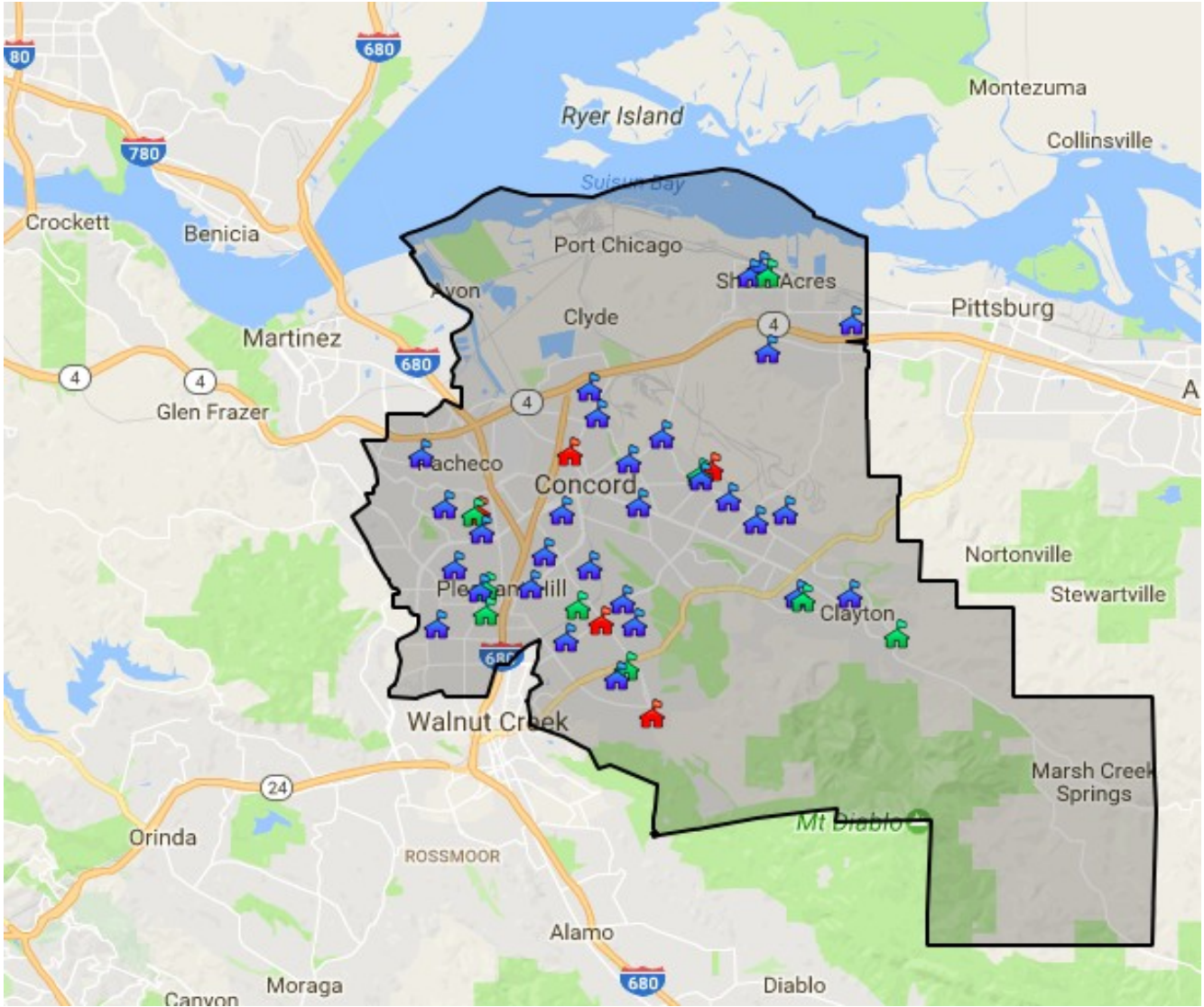
Telephone Number	Fax Number
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\_\_\_\_\_

Email Address

\_\_\_\_\_

# District Boundary Map



# **Proposal Form**

(Submit With Bid)  
MDUSD Milk/Dairy Products Delivery Services for  
Food & Nutrition Services

Return original of RFP to:

Mt. Diablo Unified School District  
Purchasing Department  
2326 Bisso Lane  
Concord, California 94520

- Unit prices shall be F.O.B. Destination or for the service rendered.
- Vendor shall honor bid prices for ninety (90) days or for the stated contract period, whichever is longer.
- Proposals due on Friday, June 1, 2018 at 10:00 a.m.

**Documents to be submitted with RFP Proposal Form:**

- Proposal Form
- Non-Collusion Affidavit
- Bidder's Statement Regarding Insurance Coverage
- Worker's Compensation Insurance Certificate
- Renewal Option
- Tobacco-Free Environment Certification

Bidder hereby acknowledges receipt of Addenda Number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

Company: \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Company Phone No. \_\_\_\_\_

Company Fax No. \_\_\_\_\_

Email: \_\_\_\_\_

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title of person signing RFP: \_\_\_\_\_

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

Terms of Payment: \_\_\_\_\_

% Percent Discount (Net Days): \_\_\_\_\_

**PRICING:** Due to market fluctuations and budget uncertainties, vendor must give fixed year-round pricing for items noted "year round (YR)" availability. Items marked with monthly availability should be bid for prices during those months.



**Mt. Diablo Unified School District  
Purchasing Department**

Milk and Dairy Product Price Sheet for  
Food & Nutrition Services Department  
2326 Bisso Lane  
Concord, CA 94520

This is not an order  
Bid No. **1808**

**Bidder Use These Columns Only**

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Pack</u>	<u>Unit Description</u>	<u>Brand Name</u>	<u>Unit Price</u>	<u>Total</u>
1	Milk, Grade A, White, 1% Low Fat	1,072,580	1/2 Pint	60	Case			
2	Milk, Grade A, 100% Non Fat, No HFC, Chocolate	208,725	1/2 Pint	60	Case			
3	Milk, Grade A, White, Nonfat	278,800	1/2 Pint	60	Case			
4	Milk, Grade A, White, Whole	1000	1/2 Gallon	Each	Case			
5	Milk, Grade A, 1% Low Fat	200	6 Gallon Bag in the Box	Each	Case			
6	Sour Cream	50	#5	Each	Tub			
7	Yogurt, Vanilla Nonfat	500	3	Gallon	Tub			
8	Yogurt, Greek	500	8 oz	Each	Tub			
9	Yogurt, Greek	500	4 oz	Each	Tub			
10	Butter, SW Solid	300	#1	Each	Each			
11	Cheese, Monterey Jack	100	#10	Each	Each			
12	Cheese, Cream Cheese	500	#3	Each	Each			
13	Cheese, Cream Cheese	1000	1 oz	Cup	Case			
14	Cheese, Pepper Jack	100	#10	Each	Each			
15	Cheese, Swiss	100	#10	Each	Each			

**Grand Total \$**

**Notice:** Manual Signature required - Unsigned Bids will be rejected.

Undersigned hereby proposes and agrees to furnish and deliver the goods &/or services in accordance with terms, conditions, specifications, and prices herein quoted.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company/Firm Name

\_\_\_\_\_  
Street Address, City, State, Zip Code

\_\_\_\_\_  
Phone