

Crystal



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

RFP # 1938

(Request for Proposal)

2024 Milk

For

Mt. Diablo

Unified School District

RFP Deadline:

April 12, 2024

10:00 a.m. (Pacific Standard Time)

**Proposal Response Summary Form
RFP # 1938
2024 MILK FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT**

Return original Response to RFP to:
**Mt. Diablo Unified School District
Purchasing Department
ATTN: RFP# 1938 Milk
2326 Bisso Lane, Concord, California 94520**

- Unit prices shall be F.O.B. Destination or for the service rendered.
- Vendor shall honor RFP prices for ninety (90) days or for the stated contract period, whichever is longer.
- **Proposals due on Friday, April 12, 2024 at 10:00 a.m.**

Documents to be submitted to make the RFP Proposal Packet:

- Proposal Response Summary Form & Service Level Agreement
- Price Sheet
- Non-Collusion Declaration
- Bidder's Statement Regarding Insurance Coverage
- Criminal Background Investigation/fingerprinting Certification
- Worker's Compensation Insurance Certificate
- Tobacco-Free Environment Certification
- Drug Free Workplace
- Equal Employment Opportunity Compliance Certificate
- Reference Form
- Questionnaire

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

Company: Crystal Creamery Inc.

Name & Title (print): Klodet Barkhosir, Financial Planning & Analysis Manager

Signature: 

Date: 04-11-24

**Service Level Agreement
RFP # 1938
2024 MILK FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT**

PURPOSE

The Mt. Diablo Unified School District is seeking competitive proposals to provide district-wide milk for use in the school meal program.

OBJECTIVE

The Mt. Diablo Unified School District desires to enter into a twelve-month contract for the provision of District-wide milk. The vendor shall provide all labor, materials, and necessary appurtenances to perform delivery of 8 oz carton milk at 43 schools sites across Mt. Diablo USD for the period of **July 1, 2024 to June 30, 2025, with possible 2 one-year extensions, for a possible total contract term of 3 years (7/1/25-6/30/26, and 7/1/26-6/30/27)**. The District is seeking delivery of bulk milk (5 gallon bibs) to only the High School Sites (5 schools) listed below for the same contract period **July 1, 2024 to June 30, 2025, with possible 2 one-year extensions, for a possible total contract term of 3 years (7/1/25-6/30/26, and 7/1/26-6/30/27)**..

High Schools:

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

BACKGROUND

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

The District has:

- High Schools – 5
- Continuation High School - 1
- Middle Schools – 9
- Elementary Schools – 28

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

SCOPE OF WORK

The vendor will work with the District to deliver milk needed for the school meal program. The vendor will deliver 8 oz milk cartons, both 1% and non-fat, twice weekly to all District Schools (see Exhibit A, Delivery Points). Bulk Milk (1% 5 gallon bibs) will be made on a weekly basis to the five District High Schools. The District may elect to increase the number of schools receiving bulk milk deliveries in the future. Products must be delivered in a clean and sanitary truck. A lift gate and pallets will be required.

AGREEMENT

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

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

1. All products specified will be purchased from the successful Bidder select. The District reserves the right to add or remove as necessary due to school demand.
2. This proposal is for two times a week delivery.
3. District will provide Vendor with weekly order par levels by product and school site; Site Leads may adjust their actual orders up or down with Vendor's delivery driver(s) upon delivery. Invoices must only reflect actual orders, not par orders. District and Bidder will work together to determine the order schedule; either Mondays and Wednesdays or Tuesdays and Thursdays. Bidder will provide the District with a point of contact available Monday-Friday during business hours.
4. Bidder, by submitting a RFP, shall specify product size and case count. Milk should be delivered in clean crates with clear best buy dates. Product should have a minimum shelf life of 10 days upon delivery.
5. Advanced approval by Food and Nutrition Services Department Warehouse and Operations Manager or Designee must be obtained prior to substitutions being made. Items substituted must be priced as the same as the item the District would normally receive.

6. Annually, the successful Bidder shall submit a complete listing with usages of all products purchased by the District.
7. All invoices and statements shall be sent to: Mount Diablo Unified School District, Attention: Food and Nutrition Services, 2330 Bisso Lane, Concord, CA 94520.
8. The District reserves the right to add or delete product; increase or decrease amounts; add or delete site locations.
9. Failure to meet these specifications shall entitle the District to cancel the contract with 30 day notice.

Deliveries

1. Any products delivered which are damaged, crushed or questionable will be refused or shall be replaced immediately upon notification.
2. Bidder and District will work together to set up a delivery schedule for all schools; either Mondays and Wednesdays or Tuesdays and Thursdays.
3. All milk crates are to be picked up at the time of the next delivery.
4. All delivery tickets must be signed for by the authorized Kitchen Lead Worker on site. Missed deliveries and/or shortages of delivery are unacceptable.
5. Deliveries must be made in a clean and sanitary truck. A lift gate and pallets may be needed for large loads.
6. Drivers must place milk in milk coolers or designated refrigerators upon delivery.
7. Deliveries will be accepted during operational hours only. Attached and incorporated hereto as *Exhibit A - Delivery Points*.
8. A duplicate of the signed invoice ticket shall be left at the delivery location at the time of the delivery. An itemized monthly statement must be sent to the District's Food and Nutrition Services Department. Quantities, item descriptions, unit prices and extended amounts must be shown on each invoice; this shall apply to all credits (credits must reference original invoice number and date received). The person receiving shall sign invoices and credits.
9. **Substitutions: Any substitutions need to be preapproved before delivery. Contact Food Services Warehouse and Operations Manager for substitution of items is: 925-825-7440 ext.**

3772. Product specifications are based on pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available.
14. The successful vendor shall take all necessary precautions as to not damage District premises or property when making deliveries. In case of damage, vendor shall make proper restitutions.
15. Delivery Time/Prices. Prices must be quoted on the basis of F.O.B. to place of delivery (“F.O.B. Destination”). The District may reject all RFPs (regardless of price) that fail to meet delivery requirements.
- a. No deliveries shall be made prior to the issuance of a purchase order. Purchase orders will be issued at a reasonable time in advance of the expected date of delivery of product/service. The District reserves the right to reject any delivery made before the issuance of a purchase order at the sole cost of the vendor.
16. Payment. Every attempt will be made to pay invoices within thirty (30) days of receipt of materials (NET 30). **Invoices** are to be rendered **on or after delivery** of merchandise. The District will make payments of 1/12th of the contracted amount per month. The District reserves the right to withhold payment until all items on purchase order have been received in good condition.
- a. All materials delivered or correspondence related to a purchase order shall clearly show the item number specified on the individual District’s purchase order, the purchase order number, and be marked as to contents including quantity. Failure to comply will result in the District’s refusal of acceptance of the materials.

TERMS AND CONDITIONS:

- A. AGREEMENT. Submission of a signed RFP will be interpreted to mean Bidder hereby agree to all the terms and conditions set forth in all the pages of this Request for Proposals. Bidder’s signed RFP and the Mt. Diablo Unified School District’s written acceptance or purchase order shall constitute a contract.
- B. ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Successful Bidder may not assign, transfer or sell any rights or obligations resulting from this RFP without first obtaining the specific written consent of the Mt. Diablo Unified School District.
- C. AUTHORITY OF THE (MT. DIABLO UNIFIED SCHOOL DISTRICT). Subject to the power and authority of the Mt. Diablo Unified School District as provided by law in this contract, the Mt. Diablo Unified School District shall in all cases determine the quantity, quality, and acceptability of the materials and supplies for which payment is to be made under this contract. The Mt. Diablo Unified School District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.
- D. BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed RFP will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the

pages of this solicitation.

- E. BRAND NAMES. Manufacturers' names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing items. The Bidder shall state the brand name and number
- F. BRAND SUBSTITUTIONS. Substitutes may be allowed where the replacement product is of equal or better quality and is reviewed and approved in writing by the district. If samples are requested by the Director of Food and Nutrition Services for this determination, they shall be submitted.
- G. CANCELLATION OF RFP. The Mt. Diablo Unified School District may cancel this RFP at any time.
- H. COMPLIANCE WITH OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the Mt. Diablo Unified School District harmless for any failure to so conform.
- I. COMPLIANCE OR DEVIATION TO SPECIFICATIONS. It is understood that the materials, equipment or services offered by the Bidder will meet all requirements of the specifications in this RFP.
- J. CONTRACTOR. The term "Contractor" refers to the party entering into a contract with the Mt. Diablo Unified School District as a result of this RFP.
- K. VENDOR'S EMPLOYEES/VEHICLES – All personnel working under this contract shall be identified by a distinct nameplate, emblem, patch or badge displayed on the outer garment in a visible location and approved by MT. DIABLO UNIFIED SCHOOL DISTRICT. All vehicles shall have the name of the contractor prominently displayed and must be currently licensed throughout the term of this contract. All personnel shall be qualified and properly trained to perform the work required under this contract as well as completing the Criminal Background Check. Vendor shall at all times furnish and maintain sufficient number of vehicles to perform the work of this contract. Trucks must be kept in good repair.
- L. DAMAGE. The Contractor shall be held responsible for any breakage or loss.
- M. INSURANCE REQUIREMENTS. Successful Bidder shall maintain insurance as specified in (Table 1). The successful Bidder must furnish the Mt. Diablo Unified School District with the Certificates of Insurance proving coverage as specified in (Exhibit 1) and naming the Mt. Diablo Unified School District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.
- N. RFP PRICE. The Mt. Diablo Unified School District will not be responsible for determining the logistics or capacities needed to comply with the delivery of goods.
- O. RIGHTS RESERVED.

- a. **Rejection.** The Mt. Diablo Unified School District reserves the right to reject any or all RFPs or any part thereof, or to accept any RFP or any part thereof, or to waive any informality in any RFP, whenever it is deemed to be in the best interest of the Mt. Diablo Unified School District. The Mt. Diablo Unified School District also reserves the right to reject the RFP of any Bidder who has previously failed to perform adequately for the Mt. Diablo Unified School District or any other governmental agency.
 - b. **Cover.** Should the successful Bidder fail to comply with the conditions of this RFP or fail to complete the required work or furnish the required materials within the time stipulated, the Mt. Diablo Unified School District reserves the right to purchase the materials in open market, or to complete the required work, at the expense of the successful Bidder.
 - c. **Severability.** If any provision or any portion of any provision, of any contract resulting from this RFP shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.
- P. **TERMS OF THE CONTRACT.** The terms of the contract shall be limited to the terms herein unless expressly agreed otherwise in writing by the Mt. Diablo Unified School District.
- Q. **FORCE MAJEURE.** If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the Mt. Diablo Unified School District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, pandemics, strikes and unusually severe weather.
- R. **FORMATION OF CONTRACT.** Bidder's signed RFP and Mt. Diablo Unified School District's written acceptance shall constitute a binding contract.
- S. **ASSIGNMENT.** The successful proposer shall not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, firm, or corporation without the previous consent in writing by the District.
- T. **CONTRACT TERM.** It is the intent to award the contract(s) for an initial one-year period with the option to renew it for two, one-year periods for a possible total contract term of three years. The decision to renew the contract(s) will be at the sole discretion of the District and agreed upon by both parties.
- U. Proposers must agree to fix contract fees for the first year. If the organization intends to revise its fee schedule after the initial one-year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90-day notice. These fees are subject to negotiation and approval by the District.
- V. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall, at its own expense, hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all claims, demands, liability, loss, damage, expense, costs (including without limitation reasonable attorneys' fees and costs of litigation) of every nature arising out of or in connection with all acts or omissions to act of Contractor or its officers, agents, or employees related to the performance of work

under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

- W. INSURANCE. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless separately disclosed by Contractor in writing to the General Counsel of the District, and approved and confirmed in separate writing as acceptable by the District. See Exhibit 1 for limits and term details.
- X. INDEPENDENT CONTRACTOR This Contract is by and between District and vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between District and vendor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever.
- Y. The employees and agents of each party, shall, while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security and requirements.
- Z. LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the county of Contra Costa, in State of California. The parties further stipulate that the county of Contra Costa, CA, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

PRICING

****See Pricing List Spreadsheet on MDUSD website for RFP# 1938:**

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

Complete Pricing List and submit with this Proposal, and email spreadsheet to McClanahanE@mdusd.org

Date: 04-11-24

Company Name: Crystal Creamery Inc.

Address: 529 Kansas Ave. Modesto, CA 95351

Signature(in BLUE ink): 

Print Name: Klodet Barkhosir

Title: Financial Planning & Analysis Manager

MT. DIABLO UNIFIED SCHOOL DISTRICT:

District Address: 1938 Carlotta Drive, Concord, California 91519

Date: _____

Authorized Signature(in BLUE ink): _____

Print Name: Adrian Vargas

Title: Chief Business Officer

FOOD AND NUTRITION SERVICES & WAREHOUSE DEPARTMENT:

Contact Person, Title: Alexandra Emmott, Director

Warehouse and Office Address: 2330 Bisso Lane, Concord, California 94520

Email: EmmottA@mdusd.org

Phone: (925) 682-80000 Ext. 3775

Exhibit A

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

School	Address	(925) 682-8000 ext.	Bulk Milk Site
Ayers Elementary	5120 Myrtle Dr, Concord, CA 94521	85706	NO
Bancroft Elementary	2200 Parish Dr, Walnut Creek, CA 94598	85809	NO
Bel Air Elementary	663 Canal Rd, Bay Point, CA 94565	84607	NO
Cambridge Elementary	1135 Lacey Ln, Concord, CA 94520	84407	NO
Central Kitchen @ Loma Vista	1266 San Carlos Ave, Concord, CA 94518	6815	NO
College Park High	201 Viking Dr, Pleasant Hill, CA 94523	3236	YES
Concord High	4200 Concord Blvd, Concord, CA 94521	3336	YES
Delta View Elementary	2916 Rio Verde Cir, Bay Point, CA 94565	84256	NO
Diablo View Middle	300 Diablo View Ln, Clayton, CA 94517	5810	NO
El Dorado Middle	1750 West St, Concord, CA 94521	5115	NO
El Monte Elementary	1400 Dina Dr, Concord, CA 94519	84707	NO
Fair Oaks Elementary	2400 Lisa Ln, Pleasant Hill, CA 94523	84807	NO
Foothill Middle	2775 Cedro Ln, Walnut Creek, CA 94598	5711	NO
Gregory Gardens Elementary	1 Corritone Ct, Pleasant Hill, CA 94523	86028	NO
Hidden Valley Elementary	500 Glacier Dr, Martinez, CA 94553	84307	NO
Highlands Elementary	1326 Pennsylvania Blvd, Concord, CA 94521	84911	NO
Holbrook Language Elementary	3333 Ronald Way, Concord, CA 94519	85610	NO
Meadow Homes Elementary	1371 Detroit Ave, Concord, CA 94520	85007	NO

Monte Gardens Elementary	3841 Larkspur Dr, Concord, CA 94519	4466	NO
Mountain View Elementary	1705 Thornwood Dr, Concord, CA 94521	86308	NO
Mt. Diablo Elementary	5880 Mt Zion Dr, Clayton, CA 94517	84511	NO
Mt. Diablo High	2450 Grant St, Concord, CA 94520	3442	YES
Northgate High	425 Castle Rock Rd, Walnut Creek, CA 94598	3540	YES
Oak Grove Middle	2050 Minert Rd Concord CA 94518	5378	NO
Pine Hollow Middle	5522 Pine Hollow Rd, Concord, CA 94521	5584	NO
Pleasant Hill Elementary	2097 Oak Park Blvd, Pleasant Hill, CA 94523	86510	NO
Pleasant Hill Middle	1 Santa Barbara Rd, Pleasant Hill, CA 94523	3976	NO
Rio Vista Elementary	611 Pacifica Ave, Bay Point, CA 94565	84120	NO
Riverview Middle	205 Pacifica Ave, Bay Point, CA 94565	5262	NO
Sequoia Elementary	277 Boyd Rd, Pleasant Hill, CA 94523	85312	NO
Sequoia Middle School	265 Boyd Rd, Pleasant Hill, CA 94523	85312	NO
Shore Acres Elementary	351 Marina Rd, Pittsburg, CA 94565	6410	NO
Silverwood Elementary	649 Claycord Ave, Concord, CA 94521	86710	NO
Strandwood Elementary	416 Gladys Dr, Pleasant Hill, CA 94523	86610	NO
Sun Terrace Elementary	2448 Floyd Ln, Concord, CA 94520	85207	NO
Valhalla Elementary	530 Kiki Dr, Pleasant Hill, CA 94523	86409	NO
Valle Verde Elementary	3275 Peachwillow Ln, Walnut Creek, CA 94598	86157	NO
Valley View Middle	181 Viking Dr, Pleasant Hill, CA 94523	5008	NO
Walnut Acres Elementary	180 Cerezo Dr, Walnut Creek, CA 94598	86210	NO
Westwood Elementary	1748 West St, Concord, CA 94521	85110	NO

Woodside Elementary	761 San Simeon Dr, Concord, CA 94518	85912	NO
Wren Avenue Elementary	3339 Wren Ave, Concord, CA 94519	85407	NO
Ygnacio Valley Elementary	2217 Chalomar Rd, Concord, CA 94518	85507	NO
Ygnacio Valley High	755 Oak Grove Rd, Concord, CA 94518	3643	YES

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

Non-Collusion Declaration
RFP # 1938
2024 MILK FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT
Public Contract Code § 7106
(To Be Submitted With Proposal)

The undersigned declares:

I am the Financial Planning & Analysis Manager **[PRINT YOUR TITLE]**

of Crystal Creamery Inc. **[PRINT FIRM NAME]**.

the party making the foregoing Contract.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: 04-11-24

Company Name: Crystal Creamery Inc.

Address: 529 Kansas Ave. Modesto, CA 95351

Signature (in BLUE ink): 

Print Name: Klodet Barkhosir

Title: Financial Planning & Analysis Manager


BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE
RFP # 1938
2024 MILK FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT
(To Be Submitted With RFP)

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in **Request for Proposal #1938 – 2024 Milk for Mt Diablo Unified School District**. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Mt. Diablo Unified School District as Additional Insured for the work specified. Term levels specified in Exhibit 1 of RFP.

Date: 04-11-24

Company Name: Crystal Creamery Inc.

Address: 529 Kansas Ave. Modesto, CA 95351

Signature(in BLUE ink): 

Print Name: Klodet Barkhosir

Title: Financial Planning & Analysis Manager

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

RFP # 1938 - 2024 MILK FOR MT. DIABLO UNIFIED SCHOOL DISTRICT between the Mt. Diablo Unified School District (“District”) and Crystal Creamery Inc. (“Contractor” or “Bidder”).

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

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

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

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

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

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

Date: 04-11-24

Company Name: Crystal Creamery Inc.

Address: 529 Kansas Ave. Modesto, CA 95351

Signature(in BLUE ink): 

Print Name: Klodet Barkhosir


Title: Financial Planning & Analysis Manager

WORKER'S COMPENSATION INSURANCE CERTIFICATE
RFP # 1938
2024 MILK FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT
(To be submitted with RFP)

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

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

Crystal Creamery Inc.
Name of Bidder (Person, Firm, or Corporation)


Signature of Bidder's Authorized Representative

Klodet Barkhosir, Financial Planning & Analysis Manager
Name & Title of Authorized Representative

04-11-24
Date of Signing

ATTEST:

By  Signature

Klodet Barkhosir, Financial Planning & Analysis Manager
Printed Name & Title

TOBACCO-FREE ENVIRONMENT CERTIFICATION
(To Be Submitted With RFP)

RFP # 1938 - 2024 MILK FOR MT. DIABLO UNIFIED SCHOOL DISTRICT: between Mount Diablo Unified School District (the “District” or the “Owner”) and

Crystal Creamery Inc.
(the “Contractor” or “Bidder”).

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

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

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

Date: 04-11-24

Company Name: Crystal Creamery Inc.

Address: 529 Kansas Ave. Modesto, CA 95351

Signature(in BLUE ink): 

Print Name: Klodet Barkhosir

Title: Financial Planning & Analysis Manager

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

RFP # 1938 - 2024 MILK FOR MT. DIABLO UNIFIED SCHOOL DISTRICT between Mt. Diablo Unified School District (the “District” or the “Owner”) and

Crystal Creamery Inc.

(the “Contractor” or the “Bidder”).

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

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

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

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

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

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

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

Date: 04-11-24

Company Name: Crystal Creamery Inc.

Address: 529 Kansas Ave. Modesto, CA 95351

Signature(in BLUE ink): 

Print Name: Klodet Barkhosir

Title: Financial Planning & Analysis Manager

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

RFP # 1938

2024 MILK FOR

MT. DIABLO UNIFIED SCHOOL DISTRICT

(To be Submitted with Response)

Equal Opportunity Clause

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

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

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

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

Certification on Non-Segregated Facilities

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

Date: 04-11-24

Company Name: Crystal Creamery Inc.

Address: 529 Kansas Ave. Modesto, CA 95351

Signature(in BLUE ink): 

Print Name: Klodet Barkhosir

Title: Financial Planning & Analysis Manager