

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

CARLSBAD UNIFIED SCHOOL DISTRICT

6225 El Camino Real
Carlsbad, CA 92009

Phone: (760) 331-5085 Fax: (760) 331-5033

NOTICE LETTER

April 14, 2020

Please find enclosed our **RFP No. CNS 01-2021 for Child Nutrition Services – Purchase and Delivery of Milk, Juice, Water and Dairy Products.**

This Request for Proposals is being issued by the North County Educational Purchasing Consortium comprised of the following districts:

- | | | |
|----------------------------------|---|--------------------------------------|
| 1. Bonsall Unified SD | 10. Julian Union High SD | 18. San Marcos Unified SD |
| 2. Cardiff SD | 11. Julian Union SD | 19. San Pasqual Union SD |
| 3. Carlsbad Unified SD | 12. Mira Costa Community College District | 20. Solana Beach SD |
| 4. Del Mar Union SD | 13. Oceanside Unified SD | 21. Spencer Valley SD |
| 5. Encinitas Union SD | 14. Poway Unified SD | 22. Vallecitos SD |
| 6. Escondido Union High SD | 15. Ramona Unified SD | 23. Valley Center - Pauma Unified SD |
| 7. Escondido Union SD | 16. Rancho Santa Fe SD | 24. Vista Unified SD |
| 8. Fallbrook Union Elementary SD | 17. San Dieguito Union High SD | 25. Warner Unified SD |

This consortium has been formed to assist all North County School Districts in obtaining quality items for a reasonable price. Please be advised that any award resulting from this bid will be awarded by the North County Educational Purchasing Consortium (NCEPC). Purchasing district(s) will be responsible for monitoring contract terms and conditions only. The NCEPC will review the proposals and make the award(s).

During the tenure of the contract, each NCEPC member district will be placing its own individual orders. It shall be the sole responsibility of the ordering district to receive, inspect, accept, and pay for its own individual orders. The price stated in the contract shall apply to all NCEPC members in Region 1C.

At times, it may be necessary to add a new member to the NCEPC. For the purposes of the NCEPC dairy bid, any new member will be grouped in the region (1A, 1B, 1C, 2, or 3) of the closest neighboring district. The new member will receive the same pricing, terms, and conditions as the nearest region.

Additionally, the NCEPC has granted to other educational districts in San Diego County the right to participate in NCEPC bids as associate members. Eligible associate members are listed in the bid documents with the appropriate region. These associate members will be charged a fee to participate in NCEPC bids. Bidders should be aware that since the needs of these associate member districts will have been addressed in the bid specifications, this is NOT considered by the NCEPC to be piggybacking, but rather a cooperative purchasing situation.

Should you have any additional questions pertaining to this matter, please contact the bid administrator, Carissa Iwamoto, at 760-331-5085.

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

Contents

NOTICE LETTER	1
REQUEST FOR PROPOSALS	3
KEY EVENTS SCHEDULE	4
PROPOSAL INSTRUCTIONS AND CONDITIONS	5
BID CHECKLIST AND SIGNATURE PAGE	9
MILK AND DAIRY BID NCEPC REGIONS	11
Delivery Site List by District	11
CONTRACT TERMS AND CONDITIONS	12
Contractor Certificate Regarding Worker's Compensation	17
Contractor Certificate Regarding Drug-Free Workplace	18
Certificate of Independent Price Determination	20
Contractor Certificate of Compliance Regarding Contact with Pupils	21
Contractor Certificate of Compliance Regarding Alcoholic Beverage and Tobacco-Free Workplace	22
Contractor Certificate of Compliance Regarding Lobbying	24
Disclosure of Lobbying Activities, Form SF-LLL (If Applicable)	26
Instructions for Completion of SF-III, Disclosure of Lobbying Activities	27
Contractor Certificate of Compliance Regarding Suspension and Debarment	29
EQUAL OPPORTUNITY EMPLOYMENT	30
VENDOR QUESTIONNAIRE	31
RFP SCORING RUBRIC	33
ITEM LIST	34

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the North County Educational Purchasing Consortium (NCEPC) of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the NCEPC will receive on or before **2:00 PM on Wednesday, May 20, 2020** sealed proposals for the award of contract for the following:

Child Nutrition Services – Purchase and Delivery of Milk, Juice, Bottled Water, and Dairy Products
RFP No. CNS 01-2021

Such proposals shall be received in the District Office of Carlsbad Unified School District, located at 6225 El Camino Real, Carlsbad CA 92009 and shall be opened at the stated time and place. No digital or electronic versions will be accepted.

All requests for interpretation of proposal documents must be in writing and emailed to Senior Buyer, Ellen Fritz at efritz@carlsbadusd.net . **Questions are due no later than 4:00 PM on Monday, May 4, 2020.** No other questions or requests for information will be accepted after this time and date. Answers to questions will be posted online at <https://cusd-ca.schoolloop.com/purchase> on Friday, May 8, 2020 no later than 1:00 PM.

Each bid must conform and be responsive to this Notice, the Information for Proposers, the Specifications, and all other documents related to this solicitation.

RFP documents are available online from Carlsbad Unified School District's website, Purchasing Department, Current RFQ, RFB, RFP: <https://cusd-ca.schoolloop.com/purchase> . Proposers shall be responsible for monitoring the website to obtain information regarding any revisions for this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

NCEPC reserves the right to reject any or all proposals, to accept or reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposals or in the bidding.

No bidder may withdraw his/her proposal for a period of sixty (60) days after the date set for the opening of the proposals.

NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM

Milk, Juice, Bottled Water, and Dairy Products Bid Administrator: Carissa Iwamoto

Publication: *San Diego Daily Transcript*

Publication Dates: April 14 and April 21

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

KEY EVENTS SCHEDULE

MILESTONE	DATE
RFP RELEASE	April 14, 2020
DEADLINE FOR WRITTEN QUESTIONS	May 4, 2020
DEADLINE FOR RESPONDING TO QUESTIONS NO LATER THAN 1:00 PM	May 8, 2020
PROPOSAL DUE DATE AT 2:00 PM & PUBLIC OPENING (Given state stay at home orders, this will be done via Google hangouts)	May 20, 2020
NCEPC BOARD APPROVAL (estimate only)	June 3, 2020
CONTRACT TERM BEGINS	July 1, 2020

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

PROPOSAL INSTRUCTIONS AND CONDITIONS

1. **SECURING DOCUMENTS:** Specifications and all other solicitation documents will be available online to maximize fair and open competition at <https://cusd-ca.schoolloop.com/purchase>
2. **ETHICS IN BIDDING:** NCEPC expects bidding vendors to maintain high ethical standards throughout the competitive solicitation process. The proposal amount of one bidding vendor shall not be disclosed to another bidding vendor. NCEPC will consider any bidding vendor found to be engaging in such practices to be a non-responsible bidder and may reject its proposal on that ground.
3. **SUBMITTING PROPOSALS:** Proposal must be received in the Purchasing Department at Carlsbad Unified School District, located at 6225 El Camino Real, Carlsbad, CA 92009, by the time prescribed in the Request for Proposal (RFP). All proposals shall be enclosed in a sealed envelope bearing the name of the proposer, RFP date and RFP number. Proposals received will be time stamped according to the Carlsbad Unified School District Office clock. All proposals received after the stated due date and time will be returned, unopened to the proposing vendor.
4. **CORRECTIONS:** All prices and notations shall be written in ink or typed. No erasures will be permitted. Mistakes must be identified and corrected prior to the final date and time. Mistakes may be crossed out and corrections made adjacent and shall be initialed, in ink, by person signing proposal.
5. **ACCEPTANCE:** Bid on each item separately. Prices shall be stated in units specified. The NCEPC will not be responsible for errors in extensions. The right is reserved to reject and or all proposals; to waive any irregularities or informalities in any proposal; and to accept or reject any items in the proposal.
6. **WITHDRAWAL OF PROPOSALS:** Any proposing vendor may withdraw his/her proposal at any time prior to the scheduled time for proposal opening. Withdrawal request must be in writing and submitted to efritz@carlsbadusd.net . No proposer may withdraw their proposal for a period of sixty (60) days after the date set for proposal opening. A successful proposer shall not be relieved of the proposal submitted without the NCEPC's consent or proposer's recourse to Public Contract Code Sections 5100 et. seq.
7. **TIE PROPOSALS:** When proposals are scored equally according to the RFP scoring rubric, the NCEPC will determine which proposal will be accepted pursuant to California Public Contract Code Section 20117.
8. **PROTEST AFTER AWARD:** Any protest against award of a contract pursuant to this RFP must be received by Bid Administrator within five (5) calendar days of receipt of notification of NCEPC's intent to award to another proposer. In order to be considered, the protest must adhere to the following:
 - a. Protest must be submitted in writing to the Bid Administrator (e-mail is not acceptable), before 4:00 PM of the fifth business day following notification.

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

- b. Protest must contain a complete statement of any and all bases for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the proposal protest
 - c. The protest must refer to the specific portions of all documents which form the basis for the protest.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. Any proposal protest not conforming to the foregoing shall be rejected by the NCEPC as invalid.
9. **ADDENDA:** Any Addenda issued by NCEPC during the time of solicitation shall be posted online at <https://cusd-ca.schoolloop.com/purchase> and incorporated into contract documents. Proposers shall be responsible for monitoring the website to obtain information regarding any revisions for this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.
10. **DISTRICT CONTACT:** Proposers are hereby notified that any contact with a member of the Board of Education, Superintendent, Associate Superintendent or employee of the districts of Region 1C or any member of NCEPC other than the bid administrator or Carlsbad USD senior buyer, regarding this RFP could result in the rejection of their proposal.
11. **INTERPRETATION OF PROPOSAL DOCUMENTS:** If a proposing vendor is in doubt as to the true meaning of any part of the contract documents or finds discrepancies in, or omissions from the specifications or terms, he or she may submit to a written request for interpretation or correction thereof. Any interpretation will be made only by written addendum. Interpretation will be posted online as an addendum at <https://cusd-ca.schoolloop.com/purchase> on Friday, May 8, 2020 no later than 1:00 PM. No oral interpretation will be provided to any proposing vendor.
12. **SAMPLES AND TESTING:** Samples of items, if required, shall be furnished free of expense to the Bid Administrator and may be retained for the purpose of comparing against material delivered by the successful proposer. The final decision as to whether the product is the equal to that specified shall be made by the Bid Administrator.
- i. Delivery location for samples is Carlsbad Unified School District Office, c/o NCEPC Samples for RFP No CNS 01-2021, 6225 El Camino Real, Carlsbad CA 92009
 - ii. Samples will be returned upon request at proposing vendor expense if not destroyed by tests.
13. **REFERENCES:** A minimum of three (3) references from public school districts in any of the following counties is required: San Diego, Orange, Los Angeles, Riverside, Imperial. References must be submitted in the RFP response.
14. **BOVINE GROWTH HORMONE (BGH):** Bidding vendor is required to certify in writing whether Bovine Growth Hormone is or is not administered to the herds that supply milk procured from this proposal.
15. **NUTRITIONAL INFORMATION:** In order to comply with the regulations of nutritional content in the federal and state nutrition guidelines, proposing vendor shall provide a

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

complete nutrient analysis of products on the RFP Item List with proposal documents. All ingredients must be provided on the product label and confirm to the Food Allergen Labeling and Consumer Protection Act.

Successful proposer shall notify each participating District of a product or ingredient change in any item on the bid Item List. New ingredient statement and nutrient analysis must be provided upon request.

16. **DELIVERY:** It is understood that the proposer agrees to deliver prepaid all items on which proposals are accepted to the addresses indicated on the Region 1C Delivery Site List included in the RFP documents on page 10. All costs for delivery, drayage, or freight or the packing said articles are to be borne by the vendor. Additionally, all prices offered must include on site offloading and inside delivery. Absolutely no fuel surcharges may be levied during the term of the contract.
17. **AUDITS AND INSPECTIONS:** The successful proposer shall submit to third party audits and/or inspections initiated by the NCEPC during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing, and billing. Successful proposer must take steps to correct finding identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.
18. **ESTIMATED USAGE QUANTITIES:** NCEPC anticipates contract quantity requirements based on self-reported historical data from member districts. NCEPC does not guarantee orders in these amounts nor shall NCEPC be required to limit its orders to only those amounts or items. This is an indefinite quantity proposal. Order minimums and minimum delivery schedules are outlined in this solicitation document.
19. **LEGAL REQUIREMENTS:** All proposers are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.
20. **IRS REQUIREMENTS:** NCEPC views bidding vendors as independent vendors. Awarded vendor(s) must supply each member district with a complete IRS Form W-9. Service persons providing products under this contract are considered employees of vendor(s).
21. **BUY AMERICAN PROVISION:** The Buy American provision in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) regulations (Title 7 Code of Federal Regulations sections 210.21(d) and 220.16(d)) requires districts to purchase, to the maximum extent practicable, domestic commodities or products. A domestic commodity or product is one that is produced and processed in the United States. For products of mixed origin, at least 51% of the final product by weight must be of domestic origin.
 - a. For products that are not compliant with the Buy American Provision, proposing vendor must supply justification for non-domestic product in proposal and periodically as requested by districts using this RFP.
22. **METHOD OF PRICING AND COMPLETING PROPOSAL:** Proposer shall offer one firm fixed price for each item offered. Alternate proposals will be rejected. Pricing for fluid

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

milk products only shall be fixed for thirty (30) days, after which prices can increase or decrease monthly based on the U.S. Bureau of Labor Statistics Consumer Price Index for food and beverages for San Diego, CA. Proposer is required to provide a detailed explanation of the calculation used to determine price adjustments on those items. Proposals stating “will negotiate” or “to be determined” or similarly vague language will be considered non-responsive. Errors in the pricing on the proposal form do not relieve proposer from holding price. Veracity of prices submitted in this proposal is the sole responsibility of the proposing vendor.

23. **METHOD OF AWARD:** Pursuant to Section 200.320 of Title 2 of the Code of Federal Regulations, the award of the contract, if made by the NCEPC, will be to the responsive and responsible proposer whose proposal has been determined to be the most advantageous to the NCEPC with price and other factors considered. Proposers are responsible for providing all materials to meet specifications as presented unless otherwise outlined within this RFP. Award shall be based on the highest number of points given during the evaluation process based on the weighted factors indicated in the RFP Scoring Rubric included in this RFP. The decision resulting from the evaluation process as to which proposal best meets the needs of the NCEPC remains the sole responsibility of the NCEPC and is final.
24. **ASSIGNMENT OF CONTRACT:** The contract award will be made by the Governing Board of the NCEPC and will be communicated to awarded vendor no later than June 5, 2020.
25. **MULTIPLE AWARDS:** NCEPC reserves the right to award this contract to multiple bidding vendors.

END OF PROPOSAL INSTRUCTIONS AND CONDITIONS

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

BID CHECKLIST AND SIGNATURE PAGE

Proposal recipient: North County Educational Purchasing Consortium, acting by and through its Governing Board, hereafter called NECPC.

1. I, the undersigned representative of bidding vendor, have thoroughly familiarized myself with the terms, conditions, and requirements of this solicitation document. I have received all contract documents including addenda numbers ____, ____, and ____ as provided on the Carlsbad Unified School District website at <https://cusd-ca.schoolloop.com/purchase>
2. I understand that NCEPC reserves the right to reject this proposal in whole or in part; to waive informalities in the proposals or bidding; and that this proposal shall remain open and not be withdrawn for a period of sixty (60) days from the proposal opening date and time for this proposal.
3. Upon award, the successful bidding vendor(s) will be required to deliver all terms and conditions outlined in Proposal No CNS 01-2021 for the duration of July 1, 2020 to June 30, 2021 with the possible renewal of two (2) additional one (1) year terms for a total maximum length of up to three (3) years.
4. I understand and agree that if awarded this proposal by NCEPC, districts in Region 1C may utilize this proposal for the time period described in this solicitation document.
5. I have read, completed, and certified all required documents in this solicitation. I understand this solicitation is subject to public record requests upon opening at specified proposal opening date and time per California Government Code 6250-6270.
 - a. Excluded sections are _____
6. I have completed and included the following solicitation forms:
 - Contractor Certificate Regarding Worker's Compensation
 - Contractor Certificate Regarding Drug-Free Workplace
 - Certificate of Independent Price Determination
 - Contractor Certificate of Compliance Regarding Contact with Pupils
 - Contractor Certificate of Compliance Regarding Tobacco-Free Workplace
 - Contractor Certificate of Compliance Regarding Lobbying
 - Contractor Certificate of Compliance Regarding Suspension and Debarment
 - Vendor Questionnaire
 - School District References
7. I have included the following documents regarding my company's operations:
 - Compliance with California Agricultural Code
 - Company HACCP plan

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

- Company's current health permit
- Company's method of pricing
- Nutritional facts for products listed on RFP Item List

I, _____, the _____ of the bidding vendor, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidding vendor in connection with this solicitation document and all of the representations and information provided herein are true and correct.

Executed on this ____ day of _____ at _____ County, California

By: _____
Signature of Bidding Vendor Representative

_____ Legal Name of Bidding Vendor	_____ Vendor Mailing Address
By: _____ Representative Printed Name	_____ Vendor City, State, Zip Code
_____ Representative Title	_____ Vendor Fax Number
_____ Representative E-mail Address	_____ Vendor Phone Number

NOTE: If Bidding vendor is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidding vendor is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidding vendor is an individual, his/her signature shall be placed above.

END OF BID CHECKLIST AND SIGNATURE PAGE

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

MILK AND DAIRY BID NCEPC REGIONS

NCEPC Proposal CNS 01-2021
2020-2021

REGION 1, Group C

Bonsall Union Elementary
Fallbrook Union Elementary School District
Fallbrook Union High School District
Vallecitos School District
Ramona Unified School District

(San Marcos USD, Vista USD, Valley Center-Pauma USD, Escondido High SD, and Escondido Union Elementary SD are not supplying usage for this proposal.)

Associate Members within Group 1C: None at this time

Delivery Site List by District

District	Drop Site(s) Number	Drop Site(s) Locations	Dark Drops OK (Y/N)
Bonsall Union Elementary	3	1. Bonsall Elem, 31505 Old River Road, Bonsall 2. Bonsall West, 5050 El Mirlo, Oceanside 3. Sullivan, 7350 West Lilac Rd, Bonsall	1. N 2. N 3. N
Fallbrook Union Elementary	8	1. Fallbrook STEM Academy, 405 W Fallbrook Street 2. La Paloma, 300 Heald Lane 3. Live Oak, 1978 Reche Road 4. Maie Ellis, 405 S Mission Road 5. Potter Jr. High, 1743 Reche Rd 6. WH Frazier, 1835 Gum Tree Lane 7. San Onofre, 200 Pate Road, San Clemente, CA 92672 8. Mary Fay Pendleton, 110 Marine Dr, Oceanside, CA 92058	1. Y 2. Y 3. Y 4. Y 5. Y 6. Y 7. Y 8. Y
Fallbrook Union High w/ Vallecitos School District	2	1. Fallbrook High, 2400 S. Stage Coach Lane, Fallbrook CA, 92028 2. Vallecitos, 5211 5th St., Rainbow CA, 92029	1. Y 2. N
Ramona Unified	8	1. Barnett Elem, 23925 COUNA Way 2. Hanson Elem, 2520 Boundary Ave 3. James Dukes Elem, 24908 Abalar Way 4. Mt. Woodson Elem, 17427 Archie Moore Rd 5. Olive Pierce Middle, 1521 Hanson Lane 6. Ramona Community, 1010 Ramona Street 7. Ramona Elem, 415 Eighth Street 8. Ramona High, 1401 Hanson Lane	1. N 2. Y 3. N 4. N 5. Y 6. Y 7. Y 8. N

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

CONTRACT TERMS AND CONDITIONS

1. **CONTRACT DURATION:** Contract will commence July 1, 2020 and end June 30, 2021.
2. **CONTRACT TERMS:** All terms set forth in the RFP shall apply to all districts in Region 1C using this contract. This is a
3. **ERRORS AND OMISSIONS:** It shall be the responsibility of the proposing vendor to acquaint him/herself with the contract documents before submitting a proposal. The proposer shall assume full liability for any errors or omissions in its proposal.
4. **INSURANCE:** Successful vendor shall procure and maintain for the duration of the contract insurance as follows:

An endorsement listing the Region 1C Member Districts as additional insured for comprehensive general liability and automobile liability coverage. Waiver of subrogation is required for comprehensive general liability, automobile liability, and Worker's Compensation insurance.

Comprehensive general liability insurance policy limit must meet or exceed one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage.

5. **ORDERING:** All Region 1C Member Districts listed on page 10 of this RFP are entitled to use this contract. Orders may be placed online, by phone, by fax, or by email.
6. **ORDER MINIMUM:** Each district has agreed to a minimum order amount of \$100 per delivery.
7. **DELIVERIES:** Successful vendors will deliver up to five times per week maximum for each district in Region 1C. Refer to Delivery Site List by District on page 10. Actual dates and times to be coordinated with each district. Each delivery will include a delivery slip or packing slip indicating the amount of items delivered and price per line item.
8. **PACKAGING:** All packaging materials shall be FDA approved and meet all state and federal regulations for safe use with foods. Packaging is to be evaluated by each ordering district upon delivery. Refer to Item 20: SAFETY AND SANITATION
9. **SAFETY AND SANITATION:** Region 1C Nutrition Services staff will receive only product that meets all local, state, and federal health and food safety requirements. In order to ascertain compliance with these requirements, district Nutrition Services staff may:
 - a. Inspect delivery vehicle for any sign of contamination
 - b. Check all expiration and "best if used by" dates
 - c. Use thermometers to check temperatures
 - d. Reject any physically damaged or leaking product(s)
 - e. Accept product only at standardized acceptable temperature ranges (i.e. 40 F for fluid milk). Reference guidelines are available at www.foodsafety.gov

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

10. **LIQUIDATED DAMAGES:** In the event that the vendor fails to deliver the ordered products by the time specified in the contract, the NCEPC may impose a late delivery penalty charge of no more than 5% per day of order total. This penalty shall be taken as a credit against vendor's invoice to the district. **Should late delivery(ies) impact a district's ability to obtain federal and/or state reimbursement for meals because product (i.e. fluid milk) was not delivered on time, the district shall have the right to charge vendor the full value of lost revenue.**
11. **PROHIBITION AGAINST TOBACCO:** All school properties and facilities are considered "No smoking areas." No vendor or delivery persons shall use tobacco products at school site or in transport vehicles.
12. **PRICE ADJUSTMENTS:** Pricing shall be fixed during the contract term with the exception of Class I, II, and III milk products. Proposers are required to complete Question 10 on the Vendor Questionnaire, and provide a detailed explanation of pricing methodology used for monthly price adjustments on these items. Per the terms of this RFP, acceptable price increase methods must be tied to the U.S. Bureau of Labor Statistics Consumer Price Index for food and beverages for San Diego, CA. **Successful vendor will be required to provide the NCEPC written notice of any price change and must include the calculation used to establish the monthly prices for each item.** Written notice of a price adjustment must be submitted to Bid Administrator no less than five (5) days prior to the price change effective date.
13. **DE-ESCALATION:** In the event that awarded vendor wishes to reduce the price of an item(s), the NCEPC reserves the right to accept the price reduction immediately and ratify at the next Board Meeting.
14. **LATE FEES:** Refer to Item 4: LIQUIDATED DAMAGES.
15. **PRODUCT SPECIFICATIONS:** Refer to Item List for specifications and provide item numbers. If product is not available from the bidding vendor, entry should state "No Proposal" for that item(s).
16. **INSPECTION OF FACILITIES:** The NCEPC reserves the right to inspect the facilities of the bidding vendors prior to award of contract. NCEPC reserves the right to inspect awarded vendor's facilities on a random basis throughout the course of the contract.
17. **PRODUCT RECALL:** In the event a product is recalled, vendor will immediately notify the primary contact for each district using this proposal. Vendor will be responsible to pick up the product and replace or credit recalled item(s) at the district's discretion.
18. **MONTHLY USAGE REPORTS:** The awarded vendor will supply monthly usage report to each district using this proposal upon request.
19. **BONDING:** All drivers must be bonded. Keys and alarm codes will be provided to drivers as needed only in order to access night drop locations. This will be disclosed and coordinated by each district using this proposal.
20. **EXECUTION OF CONTRACT:** The contract award will be made by the Governing Board of the NCEPC and will be communicated to awarded vendor no later than June 5, 2020. A letter will then be provided by NCEPC officially notifying awardee(s) of contract.

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

Each individual district will be responsible for issuing a purchase order which will serve as evidence of the contractual agreement between the awarded proposing vendor and the district. Awarded vendor will be responsible for supplying W-9 to each district.

21. **AWARD OF CONTRACT:** Pursuant to Section 200.320 of Title 2 of the Code of Federal Regulations, the award of the contract, if made by the NCEPC, will be to the responsive and responsible proposer whose proposal has been determined to be the most advantageous to the NCEPC with price and other factors considered. Proposers are responsible for providing all materials to meet specifications as presented unless otherwise outlined within this RFP.

Award shall be based on the highest number of points given during the evaluation process based on the weighted factors indicated in the RFP Scoring Rubric included in this RFP. The decision resulting from the evaluation process as to which proposal best meets the needs of the NCEPC remains the sole responsibility of the NCEPC and is final.

The NCEPC reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the NCEPC. The NCEPC reserves the right to reject any one or all proposals, to waive any informality in the proposals, to judge the merit and qualification of the products and services offered and is in the best interest of the NCEPC.

The NCEPC makes no representation that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The NCEPC shall, in no event, be responsible for the cost of preparing any proposal in response to this solicitation. The awarding of this contract, in whole or in part, is at the sole discretion of the District.

22. **INVOICES/PAYMENT TERMS:** Invoices will be furnished monthly and will include delivery site, product name, quantity ordered, quantity delivered, unit size, and unit price. Invoices will be sent directly to the district using this RFP and should be sent by the 10th of the month following the month of purchase. Payment will be made within 30-60 working days after actual delivery of goods to the school site.
23. **CREDIT MEMOS:** The successful proposing vendor delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding monthly invoice.
24. **SAFETY AND SECURITY:** The successful proposing vendor shall comply with each district's security regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (CalCode).

Vendor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water, damage, gas leak, etc., should be reported to district contact.

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

25. **COMPLIANCE WITH APPLICABLE LAWS:** All products and services furnished must comply with all Federal, State, and Local laws, rules, regulations, and ordinances.
26. **HOLD HARMLESS PROVISION:** To the fullest extent permitted by law, the successful vendor agrees to indemnify, defend, and hold harmless the NCEPC and Region 1C districts using this RFP from all liability arising out of:

Any and all claims under Worker's Compensation acts and other employee benefits acts with respect to Vendor's employees or associates arising out of Vendor's work under this proposal.

Any loss, injury to, or death of persons or damage to property caused by any act, neglect, default or omission of the successful vendor, or any person, firm, or corporation employed by the vendor, including all damages due to loss or theft sustained by any person, firm or corporation including each district and the NCEPC, arising out of, or in any way connected with the Vendor's work under this proposal. This includes injury or damage either on or off school site property. Excluded from this is any loss, injury to, death or damages caused by the sole or active negligence or willful misconduct the each district or the NCEPC.

The successful vendor, at the Vendor's own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the NCEPC or each district using this RFP, their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against them.

27. **FEDERAL NONDISCRIMINATION STATEMENT:** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for proposal and contract information should contact the Agency where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through Federal Relay Service at 800-877-8339. Additionally, information may be made available in languages other than English. To file a complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) found online at the Filing a Discrimination Complaint as a USDA Customer Web page and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by mail at U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Ave SW, Washington, DC 20250-9410. To send by email: program.intake@usda.gov. USDA is an equal opportunity provider.

28. **DISCONTINUANCE OF SERVICE:** Failure on the part of the successful vendor to meet contract requirements shall be cause for cancellation. Either party may cancel the contract upon a thirty (30) calendar day written notice to the other party prior to the end of the contract term.

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

The NCEPC Governing Board reserves the right to cancel any articles or services which the successful vendor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the proposer, provided satisfactory proof is furnished to the Board, if requested.

29. **GOVERNING LAW AND VENUE:** In the event of litigation, the RFP documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.
30. **TERMINATION CLAUSE:** At any time without cause, NCEPC shall have the right to terminate the contract by giving thirty (30) calendar day written notice to the successful vendor. In the event of such termination, successful vendor shall only be entitled to payment for those goods and services that have been delivered and accepted by each district using this RFP.
31. **FORCE MAJEURE:** The parties to the proposal will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by "Act of God", fire, strike, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.
32. **PIGGYBACKING:** This proposal is not available for piggyback.

END OF CONTRACT TERMS AND CONDITIONS

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

Contractor Certificate Regarding Worker's Compensation

Labor Code Section 3700

"Every employer except the State and all political subdivision or institutions thereof, shall accrue the payment of compensation in one or more of the following ways:

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

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

Bidding Vendor

Signature of Authorized Representative

Date

In accordance with Article 5 commencing at Section 1860, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

Contractor Certificate Regarding Drug-Free Workplace

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by 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 of 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.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

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

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

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

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

Bidding Vendor

Signature of Authorized Representative

Date

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

Certificate of Independent Price Determination

Public Contract Code section 7106

I, _____ declare as follows:

(Representative Name)

That I am the _____ of _____

(Representative Title)

(Bidding Vendor)

that is submitting the attached proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding, that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in this proposal are true, and, further, that the bidder has not, directly or indirectly, submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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.

Executed the ___ day of _____, 20___, at _____
_____.(city, state)

Signature of Bidding Vendor Representative

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

Contractor Certificate of Compliance Regarding Contact with Pupils

_____ (Bidding Vendor) certifies that pursuant to Education Code Section 45125.1, it has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Carlsbad Unified School District, pursuant to the contract, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code 45125.1, below is a list of the names of the employees of the undersigned who may come in contact with pupils.

Employee Name(s): _____

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

Bidding Vendor

Signature of Authorized Representative

Date

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

Contractor Certificate of Compliance Regarding Alcoholic Beverage and Tobacco-Free Workplace

Board Policy 3513.3, Carlsbad Unified School District

The Board of Trustees recognizes that the health hazards associated with smoking and the use of tobacco products, including the breathing of second-hand smoke, are inconsistent with its goal to provide a healthy environment for students and staff.

The Board prohibits the use of tobacco products at any time in District-owned or leased buildings, on District property, and in District vehicles. (Health and Safety Code 104420; Labor Code 6404.5; 20 USC 6083)

This prohibition applies to all employees, students, and visitors at any school-sponsored instructional program, activity, or athletic event held on or off District property. Any written joint use agreement governing community use of District facilities or grounds shall include notice of the District's tobacco-free schools policy and consequences for violations of the policy.

Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking. (Business and Professions Code 22950.5; Ed Code 48901)

Tobacco products include: (Business and Professions Code 22950.5; Ed Code 48901)

1. Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff
2. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah
3. Any component, part, or accessory of a tobacco product, whether or not sold separately

This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

Smoking or use of any tobacco-related products and disposal of any tobacco-related waste are prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. (Health and Safety Code 104495)

Adopted: July 26, 2006

Revised: August 24, 2011 and February 15, 2017

NO SMOKING POLICY

Effective for the duration of this contract, for purposes of the requirements set forth in Board Policy 3513.3 of the Carlsbad Unified School District, a copy of which is stated above and is

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

incorporated herein by reference, vendors and any employees of vendors shall be deemed visitors to the District while on District premises. Pursuant to the terms of the Policy, the use of tobacco, or any product containing tobacco or nicotine products by any visitor on school premises is prohibited. Reciprocity of this Board Policy is incorporated for all NCEPC members who use this contract.

ALCOHOLIC BEVERAGE-FREE POLICY

An alcohol beverage is defined as any drink that contains ethanol/ ethyl alcohol. The Vendor agrees that it will prohibit the use of any and all Alcoholic Beverages for its employees, agencies, and associates during the work that is performed under this RFP.

By signing below, the undersigned acknowledges notice of Board Policy 3513.3 and remedies set forth herein and agrees to abide by the Tobacco, Smoking, and Alcoholic Beverage Free rules of each District.

Bidding Vendor

Signature of Authorized Representative

Date

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

Contractor Certificate of Compliance Regarding Lobbying

California Department of Education
PRU 12, Approved by OMB 0348-0046

Procurement Resources Unit
December 2019

Attachment I: Certification Regarding Lobbying

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(continued on next page)

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

Bidding Vendor

Title of Authorized Representative

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

CNS 01-2020 Purchase and Delivery of
Milk, Juice, Bottled Water, and Dairy Products
RFP Number and Name

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

Disclosure of Lobbying Activities, Form SF-LLL (If Applicable)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure). Instructions included on RFP pages 27-28.

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

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

Instructions for Completion of SF-III, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

Contractor Certificate of Compliance Regarding Suspension and Debarment

California Department of Education
PRU 11

Nutrition Services Division
December 2019

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

- A. The participant or respondent certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Bidding Vendor

Title of Authorized Representative

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

CNS 01-2021 Purchase and Delivery of Milk,
Juice, Bottled Water, and Dairy Products
Contract Number and Name

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

EQUAL OPPORTUNITY EMPLOYMENT

Federal affirmative action regulations mandate the Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veteran's act flow down to all tiers of contractors.

This contractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered contractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

CERTIFICATION

I as representative of _____ do hereby certify that _____
(Bidding Vendor) (Bidding Vendor)
Is an equal opportunity employer as defined in the Equal Opportunity Act.

Bidding Vendor

Signature of Authorized Representative

Date

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

**VENDOR QUESTIONNAIRE
RFP No CNS 01-2021**

This questionnaire is intended to provide the NCEPC with specific information regarding the proposing vendor's ability to provide products and services as described in this solicitation. **Questionnaire must be completed in its entirety.** Incomplete submissions may be deemed nonresponsive. Use additional pages as needed.

Proposing Vendor Name: _____ Contact Person Name: _____

Vendor website: _____ Contact Person Email: _____

- 1) Is your firm a small business, minority-owned, woman-owned or Disabled Veteran Business Enterprise? Yes _____ No _____ If yes, Proposer must submit documentation of qualification and copy of certification with proposal.
- 2) How many years of experience does your firm have providing similar services to K-12 public agencies? _____
- 3) Have you had a service agreement terminated for convenience or default in the prior five (5) years? Yes _____ No _____ If yes, provide a complete list of school districts that have discontinued or terminated your firm's services and reasons why.

- 4) Please describe your procedure for notifying customers of shortages and/or substitutions.

- 5) Please describe your procedure for notifying customers of a product recall.

- 6) What is the cutoff time for orders prior to delivery? _____

- 7) Are orders able to be entered online? Yes _____ No _____

- 8) Please describe the reports available to your customers (i.e. monthly usage by site or by district, historical invoices, special requested items) How are customers able to access these?

- 9) What is your process for selecting new items and making them available to districts?

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

10) Provide in detail the pricing methodology that will be used for calculating pricing and price increases on Class I, II, and III milk products that may be adjusted monthly based on the California Federal Milk Marketing Order. Proposer must provide ALL calculations used to establish your prices and include an example. Note: If your firm will provide fixed pricing for these items, please indicate so here.

11) Describe your current delivery vehicle fleet, including refrigeration and freezer units on these delivery vehicles. Please describe your current vehicle preventative maintenance program.

12) Please describe why your firm is best suited to provide the products and services outlined in this solicitation.

END OF VENDOR QUESTIONNAIRE

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

RFP SCORING RUBRIC

Criterion	Weight
Price	30%
Price Transparency as indicated in Vendor Questionnaire	29%
Service Performance and ability to meet NCEPC member district needs in a timely manner as indicated in Vendor Questionnaire	25%
HACCP Plan and Vehicle Preventative Maintenance	10%
Ability to place orders online	5%
Bovine Growth Hormone (BGH)	1%

NORTH COUNTY EDUCATION PURCHASING CONSORTIUM

ITEM LIST

RFP # CNS 01-2021 Item List

Item #	Description	Unit/Pack	Brand & Product Size	Brand & Product Size if other than spec	Estimated Usage	Unit Price	Extended Price	
1	Cheese, Sliced (American, Provolone, Jack, Cheddar)	5 LB	Vendor Choice		100			
2	Cheese, Cheddar Shredded	LB	Vendor Choice		500			
3	Cheese, Cream Cheese Lite	1 OZ 100 / CS	Vendor Choice		53			
4	Cheese, Cream Cheese Regular	1 OZ 100 / CS	Vendor Choice		1,400			
5	Cheese, Parmesan Shredded	LB	Vendor Choice		1,635			
6	Cheese, String Part Skim	96 / 1 OZ	Vendor Choice		125			
7	Cheese, String Mozz	168 / 1 oz	Vendor Choice		60			
8	Juice Bar, All Flavors 100%	48 CT	Nutri-Freeze or equivalent		50			
9	Ice cream, Smart Snack compliant ice cream sandwich, 3 oz	2 doz	Rich's or equivalent		610			
10	Ice cream, Smart Snack compliant ice cream cone novelty, 3 oz	2 doz	Rich's or equivalent		385			
11	Ice cream, Smart Snack compliant strawberry shortcake novelty, 3	2 doz	Rich's or equivalent		480			
12	Ice cream, Smart Snack compliant sour fruit bar, 2.5 oz	2 doz	Rich's or equivalent		430			
13	Ice cream, Smart Snack compliant ice cream bar, 3 oz	2 doz	Rich's or equivalent		710			
14	Juice, Apple, Appleberry, Wildberry 100% Pasteurized	4 OZ	Vendor Choice		893,000			
15	Juice, Grape 100%	4 OZ	Vendor Choice		1,000			
16	Juice, Orange 100% Pasteurized	4 OZ	Vendor Choice		140,000			
17	Juice, Wild Cherry	4 OZ	Vendor Choice		60,000			
18	Juice, Orange 100% Pasteurized	1/2 Gal	Vendor Choice		20			
19	Homo Milk, Plastic	Qt	Vendor Choice		80			
20	Milk, 1% Lowfat, White Grade A, Carton	8 OZ	Vendor Choice		118,000			
21	Milk, Fat Free, Choc, Grade A, Carton	8 OZ	Vendor Choice		126,170			
22	Milk, Fat Free, White Grad A Homo Carton	8 OZ	Vendor Choice					
23	Milk, Soy, all flavors	24 / 8 OZ	Vendor Choice		60			
24	Buttermilk	1/2 gal	Vendor Choice		400			
25	Margarine, soft tub, no trans fat	per manufacturer	Vendor Choice		60 lbs			
26	Cottage Cheese	per manufacturer	Vendor Choice		60 lbs			
27	Yogurt, LF All Flavors	8 OZ	Vendor Choice		800			
28	Yogurt, All Flavors	4 OZ	Dannon / Trix or equivalent		11,030			
29	Yogurt, All Flavors	4 OZ	Vendor Choice		1,200			
30	Yogurt, All Flavors	32 lbs	Vendor Choice		200			
31	Yogurt, All Flavors LF	32 oz	Vendor Choice		50			
32	Yogurt, Vanilla Parfait Pro	6 / 64 OZ	Yoplait or equivalent		145			
33	Water, bottled	24/8 oz	Vendor choice		615			
34	Water, bottled	24/16 oz	Vendor choice		1,930			
35	Aseptic (shelf-stable) 100% juice, apple	70/4 oz	Vendor choice		15			
36	Aseptic (shelf-stable) 100% juice, fruit punch	70/4 oz	Vendor choice		390			
37	Aseptic (shelf-stable), 100% juice, assorted flavors	70/6 oz	Vendor choice		40			
GRAND TOTAL BID ALL ITEMS - EXTENDED PRICE							\$ -	
The awarded bidder must be able to provide product specification sheets for each line item bid within 30 days after bid award date								
Awarded Vendor(s) must submit a full list of available products to Region 1C Districts.								

Note: For proposal, it is recommended proposing vendor retrieve the Excel spreadsheet to provide pricing. Excel spreadsheet will be available online at <https://cusd-ca.schoolloop.com/purchase>