

SAN MARCOS UNIFIED SCHOOL DISTRICT
CHILD NUTRITION SERVICES
255 PICO AVENUE, SUITE 250
SAN MARCOS, CA 92069

QUOTES DUE NO LATER THAN
10:00 A.M. ON FRIDAY, JUNE 10, 2022.



REQUEST FOR QUOTES

TO: BREAD DISTRIBUTORS

The San Marcos Unified School District, Child Nutrition Services Department, is soliciting quotes for the purchase of fresh bread and rolls for the period **August 1, 2022 through July 31, 2023**.

Please read the Terms and Conditions carefully. Questions regarding this quote should be directed to: Jake Ludwig, CNS Coordinator, at 760-752-1251 or jake.ludwig@smusd.org

The contract will be awarded on an "all or nothing" basis to the responsive and responsible bidder with the highest total evaluation points as stated on page 2, Article #3 of the Terms and Conditions.

TO BE COMPLETED BY BIDDER AND RETURNED WITH THE ENTIRE QUOTE PACKAGE:

The bidder, by signing this proposal, certifies that he has read the stated terms and conditions, all of which apply to this Request for Quotes.

Legal Name of Company: _____ Date: _____

Address:

Signed: _____ Telephone: _____
Authorized Representative

Print Name: _____ Fax: _____
Authorized Representative

E-mail Address: _____

TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** This Request for Quotes covers the period of August 1, 2022 through July 31, 2023. Delivery of product shall commence on the date specified in the District's purchase order and will continue through July 31, 2023 unless cancelled under the terms and conditions stated below. At its option and depending upon new prices, the District may choose to extend this contract annually for up to two (2) additional years.
2. **PRICES:** Prices quoted will not change during the initial contract period of August 1, 2022 through July 31, 2023. The bidder will provide new prices to the District not less than 60 days prior to the end of the contract period. If accepted, the new prices will not change for one (1) year following the first delivery of product at the new price.

Prices are to be quoted in dollars to two (2) decimal places. The total price quoted for each item is the price per unit multiplied by the estimated quantity shown on the quote sheet.

Prices quoted will not include Federal of California sales or use tax. Additional fuel surcharges on invoices will not be accepted, as delivery is F.O.B. destination with any delivery costs to be included in price quoted.

3. **EVALUATION CRITERIA:** The contract will be awarded on an all or nothing basis to the responsive and responsible bidder with the highest total evaluation points based on the following criteria:
 - Overall price – 40 points
 - Product evaluation – 35 points
 - Minimum order and delivery quantities – 15 points
 - Bidder's past performance with the District – 10 points

The decision on this rests solely with the Director of Child Nutrition Services with the approval of the Governing Board of the San Marcos Unified School District. Vendors will be notified of the results by June 30, 2022.

4. **NUTRITIONAL INFORMATION:** All items bid must qualify as whole grain rich as defined by the USDA. **The Vendor must submit with the quote package current nutritional information and a product formulation statement for each item bid.** A Nutrition Facts Label or Nutrient Analysis along with an ingredient list from the manufacturer must be provided that includes the following information: serving size, calories, total fat, saturated fat, trans fat, cholesterol, sodium, total carbohydrates, dietary fiber, sugar, protein, vitamin A, vitamin C, iron and calcium.

A Product Formulation Statement signed by the manufacturer must show how the creditable grains were calculated to determine the equivalent grain contribution to the school meal pattern. The statement must list the creditable grain ingredients, the portion size, whether or not the product contains non-creditable grains, the gram standard used in the calculation and it must indicate to which group (A – I) on Exhibit A of the USDA Food Buying Guide the product belongs. The total number of ounces of creditable grains per serving must be clearly stated.

SAN MARCOS UNIFIED SCHOOL DISTRICT REQUEST FOR QUOTES – BREAD 2022-23

In addition, food manufacturers must disclose in plain language whether their products contain or may contain any of the top eight allergenic foods: egg, milk, peanut, tree nuts, soy, wheat, shellfish, and fish.

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

5. **SHELF LIFE:** All product shall be received fresh and contain stabilizers and preservatives to maintain freshness and be free from mold for a minimum of five (5) days after the date of delivery. Day old bread is not acceptable. **Any shortages or unusable product must be replaced no later than the next school day.**
6. **DELIVERIES:** During the weeks that school is in session, deliveries are required on Mondays and Thursdays for ten (10) of our school locations. When Monday is a school holiday, Tuesday delivery will be required. All orders for these locations shall be delivered to one location: SMUSD Warehouse, 215 Mata Way, Bldg. 4, San Marcos, CA, 92069.

Delivery must be made between 6:30 AM – 7:00 AM on the established delivery days. Dark drops are not allowed at this location. Each order must be separated by school at the time of delivery.

Direct, dark drop deliveries are required to the District's two (2) high schools on Mondays and Thursdays as needed. When Monday is a school holiday, Tuesday delivery will be required. The high school locations are as follows:

Mission Hills High School
1 Mission Hills Court
San Marcos, CA 92069

San Marcos High School
1615 W. San Marcos Blvd.
San Marcos, CA 92078

Direct, dark drop deliveries are also required to the District's three (3) middle schools and three (3) of the District's larger elementary schools on Mondays and Thursdays as needed. When Monday is a school holiday, Tuesday delivery will be required. These dark drop locations are as follows:

La Mirada Academy
3697 La Mirada Drive
San Marcos, CA 92078

Double Peak School
111 San Elijo Road
San Marcos, CA 92078

San Marcos Elementary School
1 Tiger Way
San Marcos, CA 92069

San Elijo Middle School
1600 Schoolhouse Way
San Marcos, CA 92078

San Marcos Middle School
650 W. Mission Road
San Marcos, CA 92069

Woodland Park Middle School
1270 Rock Springs Road
San Marcos, CA 92069

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

For dark drop deliveries when cafeteria staff is not present, the District will provide the Contractor with a set of keys for each location. The Contractor agrees to bear the cost of re-keying the gates and kitchen doors if these keys are lost. Additionally, the Contractor agrees to be responsible for locking doors and re-setting alarms after completing a dark drop. The Contractor is further responsible for locking any gates that were locked when the Contractor's delivery personnel arrived on site. If the Contractor's delivery personnel should cause an alarm to be set off at a school location during the course of a dark drop, the Contractor may be required to cover the cost incurred by the District resulting from such an alarm.

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

7. **DELIVERY CONDITIONS AND PACKAGING:** All products must be delivered in clean delivery trucks. Bread racks and trays shall be clean and in good condition. A set of wheels or a bread rack shall be provided for each school location. Larger schools may require multiple sets of wheels or bread racks.

Packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged packaging may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for product or delivery.

All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

8. **QUANTITIES:** The quantities needed indicated on this quotation are an estimate only, based on prior year usage. Actual purchases may vary and the District cannot guarantee that the item will be purchased exactly as indicated. Purchase order quantities and issuances will be made on an as needed basis, depending on customer demand.
9. **ORDER SIZE:** Any minimum order quantities that are required by the bidder are to be included in the quotation response. Minimums will be considered as part of the evaluation of quotes.

10. **PRODUCT EVALUATION – SAMPLES ARE REQUIRED**

Bidders shall submit properly marked samples of each item quoted. Samples are to be delivered by appointment only to the SMUSD District Office, Child Nutrition Services Department, 255 Pico Avenue, Suite 250, San Marcos, CA, 92069 no later than 2:00 PM on June 9, 2022. Please contact Jake Ludwig, CNS Coordinator, at 760-752-1251 or at jake.ludwig@smusd.org to schedule a delivery appointment.

Samples are to consist of one loaf of the whole wheat loaf bread and one pack of each of the remaining items on the bid.

Each sample submitted must be marked in such manner that the marking is fixed so that the identification of the sample is assured. Such marking shall state (1) Name of bidder, (2) Name of item, and (3) Manufacturer brand and code number.

11. **SHORTAGES/SUBSTITUTIONS:** In the event the Vendor is unable to deliver an item as specified in this contract, notification of shortage must be made at least 24 hours prior to scheduled delivery, to the Child Nutrition Services Coordinator at (760) 752-1251. An equal or

better substitute product must immediately be made available to the District for approval and subsequent distribution to the cafeterias at no additional charge to the District for product, freight, or redelivery to District sites. Substitutions in quality or quantity must receive prior approval from the Child Nutrition Services Coordinator in order to qualify for payment.

In the event that an acceptable substitution is not available, the District will have the right to order the missing items from an alternate vendor who is able to meet the District's requirements, and the Contractor will be liable for the difference between the awarded price and the price paid. In all cases, the Contractor will be notified in advance if this action is required.

12. **ADDITIONAL ITEMS/DELETIONS:** The District reserves the right to add other related items to the contract. The price of added items shall be negotiated and shall be subject to the terms and conditions of this contract.

Some products may need to be discontinued during the period of this bid. The District will provide thirty (30) days' notice to the vendor if a product is being discontinued.

13. **PRODUCT QUALITY CONTROL:** The District reserves the right to discontinue service of all or any portion of this contract resulting from: (a) reasons determined to be detrimental to the health and welfare of students and school personnel, (b) failure to meet contract specifications, wholesomeness standards, and to hold the Vendor in default. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Processor's plant is located or by the applicable federal standards, whichever is higher.

14. **BUY AMERICAN PROVISION:** Pursuant to 7 CFR Part 210.21(d), the District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program Meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Bidder may be required to provide specific information about the percentage of U.S. content in any processed end product.

15. **SCHOOL BREAKS AND HOLIDAYS:** The 2022-23 school year begins on August 16, 2022. The District will observe the following breaks and holidays during the 2022-2023 school year: Labor Day, September 5; Veterans Day, November 11; Thanksgiving Break, November 24-25; Winter Break, December 23-January 6; Martin Luther King Day, January 16; Washington's Birthday, February 17; President's Day, February 20; Spring Break, March 27-31; Memorial Day, May 29. The school year ends on June 7, 2023.

Deliveries may be required during the summer months and break periods for summer feeding or special programs.

16. **ORDERING CONDITIONS:** The Vendor may be required to use order forms designed by the District. As a minimum, each order will include school name, delivery date(s), product description, product code and quantity.

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

A NO-ORDER telephone call or email will be made when no delivery requirements are anticipated. The Vendor shall initiate action to ensure that product is delivered as scheduled to each site, unless a NO-ORDER request is communicated.

17. **INVOICING AND BILLING:** The billing period shall begin on the first day of each month and shall end on the last day of each month. Separate invoices will be required for each of the District's eighteen (18) school locations. Invoices will be prepared so that one copy, priced, extended, and signed, shall be left with each shipment at the time of delivery. The vendor will retain a second copy to support the monthly statement.
18. **STATEMENTS:** Statements shall be mailed by the vendor within five (5) working days after the last day of the month to facilitate payment. Payment will be made on itemized statements with the price stipulated herein for items delivered and accepted. The District will issue payment by the 20th of the month following delivery.

Invoices and statements should be mailed to:

San Marcos Unified School District
Child Nutrition Services
Attn: Sharlotte Bushing, Accountant
255 Pico Avenue, Suite 250, San Marcos, CA, 92069

19. **CREDIT MEMOS:** Product of unacceptable quality, as determined by the District, will be returned. Credits may be provided by separate credit memo or by an adjustment to the original invoice. Credit memos will also be required for any shortages unless the product is delivered no later than the next school day.
20. **LIABILITY INSURANCE:** The insurance required for this contract will be a minimum of:

Public Liability Insurance for injuries including accidental death to any one person in an amount not less than....	\$1,000,000.00.
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Subject to the same limit for each person on account of one accident, in an amount not less than...	\$1,000,000.00
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Property Damage Insurance in an amount not less than...	\$1,000,000.00
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Commercial Automobile Liability Insurance for owned and non-owned vehicles not less than...	\$1,000,000.00
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The bidder shall furnish proof thereof in the form of a Certificate of Insurance within thirty (30) days of the effective date of this contract. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements, shall be delivered to the District within thirty (30) days prior to the expiration of the term of any policy required herein.

Any general liability policy provided by the bidder shall contain an endorsement which applies its coverage to the District, members of the District's board of trustees, and the officers, agents, employees and volunteers of the District, individually and collectively, as additional insureds.

Certificates and insurance policies shall include the following clause:

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

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

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

21. **WORKERS' COMPENSATION INSURANCE:** The District does not furnish workers' compensation insurance for employees of Vendors. It is understood that Vendor's employees and agents of Vendors are not employees of the District.

The Contractor shall provide, during the life of this contract, workers' compensation insurance for all of his employees engaged in work under this contract. The Contractor shall file with the District certificates of his insurance protecting workers. Failure to furnish such evidence will result in the District declaring the Vendor to be non-responsive or non-responsible.

22. **HOLD HARMLESS CLAUSE:** The Vendor shall hold harmless and indemnify the San Marcos Unified School District (SMUSD) and the Board of Education, its officers, agents and employees from every claim or demand that may be made by reason of:

Any injury, however caused, to person or property sustained by the Vendor or by any person, firm, or corporation employed directly or indirectly by him upon or in connection with this performance under the purchase order.

Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Vendor or of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the purchase order.

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

23. **ASSIGNMENT OF CONTRACT:** No assignment by the Vendor of any contract to be entered into hereunder or any part thereof, or of funds to be received there under by the Contractor, will be recognized by the District unless such assignment has had the prior approval of the District and the surety has been given due notice of such assignment in writing and has consented thereto in writing.

24. **PREVIOUS PERFORMANCE:** Vendors are advised that the District reserves the right to reject a bidder that cannot demonstrate the ability to provide the products and services required under this agreement. Vendors may be required to verify that they have been in the business called for in this Request for Quotes for at least three (3) years.

The District intends to solicit quotes from qualified Vendors, appropriately staffed, equipped, and currently established in the business of providing fresh bread and rolls similar to that specified in this Request for Quotes.

Service is a factor in the determination of the award. A Vendor's past delivery and performance practices relating to any previous or existing contracts will be examined. Vendors who have demonstrated poor performance will be subject to disqualification as a responsible Vendor, disqualifying the Vendor for contract award.

25. **CONTACT WITH STUDENTS:** In performing this contract, the bidder may be required to prohibit its employees from having contact with pupils. Any employees or subcontractors hired by the successful bidder will be subject to California Education Code requirements for background checks and supervision prior to any contact or communication with pupils. In the event the bidder fails to prevent its employees from having contact with pupils and injury results from failure to prohibit pupil contact or communication with pupils, the bidder shall defend, indemnify, protect and hold harmless the District. Any subcontractors hired by the bidder shall be subject to and shall also comply with this provision. The bidder and subcontractors shall be jointly and severally liable for any injury that results from the subcontractors' failure to comply with this provision.

26. **TERMINATION OF CONTRACT:** The District, upon thirty (30) days written notice to Vendor, may terminate this Agreement. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this Agreement.

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

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

29. **LICENSES REQUIRED OF THE VENDOR:** The Vendor and all of its employees or agents shall secure, and maintain in force, such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

California Health and Safety Code Section 110460, et seq. requires that all businesses engaged in the manufacturing, packing, labeling, or holding (warehousing) of processed food products in this state to register annually with CDHS-FDB. Certification and Registration by the CA

Department of Health Services, Food and Drug Branch, is required of all vendors. **A copy of the most recent certificate is to be enclosed with this Quote Packet.**

30. **CONTRACT:** The successful bidder shall sign a contract with the District to abide by the terms and conditions stated above. Upon receipt of the signed contract, the District will issue a purchase order to the vendor to authorize the commencement of service.

QUOTE SHEET INSTRUCTIONS

INSTRUCTIONS FOR COMPLETION OF QUOTE SHEET:

1. The brand name or name of the manufacturer, pack size and product code number must be written next to each item in the “Proposed Brand/Pack Size/Code Number” box.
2. **If you change a pack size, you must also change the “Estimated Quantity” needed.** Cross out the quantity shown on the quote form and calculate the equivalent number of packs that would be needed based on the pack size you are quoting.
3. Multiply the “Estimated Quantity” by the “Unit Price” you have quoted and record the total in the “Extended Price” column for each line item.
4. The grand total of the extended prices must be entered in the “Grand Total of Quote” box at the bottom of the Quote Sheet.

PLEASE STATE ANY MINIMUM DELIVERY REQUIREMENTS:

SAN MARCOS UNIFIED SCHOOL DISTRICT REQUEST FOR QUOTES – BREAD 2022-23

Request for Quotes

BREAD RFQ -- Bid # RFQBREAD22-23 -- For Period 8/1/2022 thru 7/31/2023

Quote must be returned by: Friday, June 10, 2022 10:00:00 AM

This contract will be awarded on an all or nothing basis.

Item # - Description - Unit Pack	Proposed Brand/Pack Size/Code Number	Est. Qty	Unit/Pack Price	Extended Price
BR018 - Bagel, WG, (Fresh from Bakery) 6 Each (2.2400 oz.) /pkg.		150		\$0.00
BR001 - Bread, Loaf Whole Wheat 22 Slice (1.1000 oz.) /loaf.		1,800		\$0.00
Whole grain rich wheat loaf bread, 20 usable slices per loaf not including ends. Each slice to be approximately 1.1 oz. and must provide a minimum of 1 oz. equivalent grain serving. Bread to be soft and with a mild taste and texture. Estimated quantities shown by the each.				
BR014 - Bun, Hamburger WW- 2 GRAIN EQUIV. 12 Each (2.0000 oz.) /pkg.		27,000		\$0.00
Whole grain rich wheat 4" hamburger buns, sliced. Each bun to be approximately 2.0 oz. and must provide a minimum of 2 oz. equivalent grain servings. Prefer tops to be "Fancy" or Kaiser style for upscale deli sandwiches. Bread to be soft and have a mild taste and texture. Estimated quantity shown based on a pack size of 12.				
BR002 - Bun, Hamburger WW 8 Buns (1.9000 oz.) /pkg.		500		\$0.00
Whole grain rich wheat 4" hamburger buns, sliced. Each bun to be approximately 1.9 oz. and must provide a minimum of 1.5 oz. equivalent grain servings. Prefer tops to be lightly dusted with wheat bran. Bread to be soft and have a mild taste and texture. Estimated quantity shown based on a pack size of 8.				
BR012 - Bun, Hot Dog 12 Each (2.0000 oz.) /pkg.		775		\$0.00
Whole grain rich wheat 6" hot dog bun, sliced. Each bun to be approximately 2.0 oz. and must provide a minimum of 2 oz. equivalent grain serving. Bread to be soft and have a mild taste and texture. Estimated quantity shown based on a pack size of 12.				
BR015 - Roll, Dinner Whole Wheat (12 Pack) 12 Package (1.0000 roll.) /pkg.		3,500		\$0.00
Whole Grain dinner roll, not sliced. Each roll to be approximately 1.2 oz and must provide 1 oz. equivalent grain serving. Bread must be soft and have a mild taste and texture. Estimated quantity shown based on a pack size of 12.				
BR017 - Roll, Hoagie, Whole Wheat 6 rolls (2.8000 oz.) /pkg.		500		\$0.00
Whole grain rich wheat 6" sub roll, sliced. Each roll to be approximately 2 oz. and must provide a minimum of 2 oz. equivalent grain servings. Roll to be soft with a mild taste and texture. Estimated quantity shown based on a pack size of 6.				
BR009 - Roll, Whole Wheat, (2 Grain) 12 Each (2.0000 oz.) /pkg.		475		\$0.00
Whole Grain dinner roll, not sliced. Each roll must provide a minimum of 2 oz. equivalent grain serving. Bread must be soft and have a mild taste and texture. Estimated quantity shown based on a pack size of 12.				

CHECK LIST FOR BIDDERS

Please check this list before submitting your quote packet.

1. Have you read all 12 pages of the Request for Quotes?
2. Have you completed and signed all of the information required on page 1 of the Request for Quotes?
3. Have you completed and totaled the Quote Sheet on page 11 and listed any minimum delivery requirements on page 10?
4. Have you included a current nutrition facts label or nutritional analysis and a product formulation statement showing how the grain equivalencies were calculated for every item that you bid?
5. Have you included a copy of your current Processed Food Registration or Health Permit?
6. Have you made a copy of the completed Request for Quotes package so that you can submit the entire quote package to the District?
7. Have you made an appointment to deliver the required samples so that they will be received prior to 2:00 PM on June 9, 2022?
8. Have you made arrangements to bring or mail the quote package so that it will arrive on or before the deadline of June 10, 2022, at 10:00 A.M. at the San Marcos Unified School District, Child Nutrition Services Department, 255 Pico Avenue, Suite 250, San Marcos, CA, 92069?