



Bella Mente
Montessori Academy

Request for Proposal 2017.2018 School Year

School Meals

For

Bella Mente Montessori Academy

Issue Date: May 1, 2017

Submit by: May 5, 2017 at 2:00 p.m.

Contact:

Erin Feeley
Executive Director
760.621.8948

1737 West Vista Way, Vista, CA 92083

Phone: (760) 621-8948 :: Fax: (760) 639-0611

www.bellamentecharter.org

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BELLA MENTE MONTESSORI ACADEMY

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Department of Agriculture

Disclosure of Lobbying Activities



NOTICE OF REQUEST FOR PROPOSAL

Notice is hereby given that, on behalf of Bella Mente Charter School, doing business as Bella Mente Montessori Academy, (Charter School) San Diego County, the Board of Directors, Vista, CA (San Diego County), will receive sealed proposals for **Request for Proposal Number # 355001** for the procurement of the following:

Frozen and Refrigerated Food Distribution

Sealed proposals must be delivered to the Business Office, Bella Mente Montessori Academy, 1737 West Vista Way, Vista CA no later than 2:00 pm on May 5, 2017. Proposals shall be opened in public at 10:00 am on May 8, 2017 at the above-stated place.

The Charter School is not responsible for proposals sent via U.S. Mail, UPS, Federal Express, or by any other delivery service. It is the vendor's responsibility to ensure that their proposal is delivered to the Business Office. Each proposal must conform and be responsive to the contract documents. No proposal may be withdrawn for ninety (90) days.

The Charter School, reserves the right to reject any or all proposals, to waive any discrepancy or technicality, and to award the contract for goods or services to other than the lowest proposal. The award of contract, if made by the Charter School, will be to the qualified firm whose bid best complies with all the requirements set forth in the proposal documents and whose proposal, in the opinion of the Charter School while complying with all legal requirements, is in the best interest of the Charter School, taking into consideration all aspects of the contractor's response, including the total net cost.

A Bidders Conference for the purpose of acquainting prospective bidders with the unique requirements of the purchasing group will be held on May 3, 2017 at 1:00 pm at the Charter School address noted above.

To obtain Request for Proposal package visit the Charter School's web page at: www.bellamentecharter.org or contact Gladys Espino, Coordinator of Support Services at (760) 621-8948 ext 304.



Bella Mente Montessori Academy
1737 West Vista Way, Vista CA

Frozen & Refrigerated Food Distribution Request for Proposal # 355001
Submit RFP by May 5, 2017 at 2:00 pm

Request for Proposal Signature Page

This Request for Proposal (RFP) is for the distribution of frozen and refrigerated food products for Bella Mente Charter School.

Before bidding, please read the Instructions, Required Bid Documents, and Contract Agreement and thoroughly acquaint yourself with the project. Submit all proposals in a sealed envelope showing the Company Name, RFP Name & Number, Submission Due Date, and Time. Bids must reach the BMCS Business Office, at the address listed above by the time and date listed above. Follow the Required Bid Documents Checklist to assist with ensuring a complete bid package.

A Bidders Conference for the purpose of acquainting prospective bidders will be held on May 3, 2017 at 1:00 pm. at the Charter School address noted above. at the address listed above. Questions and answers from the Bidders Conference will be published in an Addendum released by May 3, 2017 at 5:00 pm.

If further clarification is needed, call Gladys Espino at the Bella Mente Charter School at (760) 621-8948.

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

Signed by: _____

Printed Name of Signor above: _____

Title: _____ Date: _____

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

PROPOSAL IDENTIFICATION LABEL

Notice To All Respondents: For your convenience, a label has been provided to properly identify your proposal. Place completed proposal type or print company name and address on the label and affix the label to the front of the mailing package.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO THE OUTSIDE OF YOUR RFP REPLY ENVELOPE

DO NOT OPEN - SEALED PROPOSAL - DO NOT OPEN

From: _____

Address: _____

FRP Title: Food Supply and Distribution Services

FRP Number: _____

Proposal To Be Opened On: May 8, 2017 at 10:00 a.m.

Deliver To:

Bella Mente Montessori Academy
C/O Business Office
1737 West Vista Way
Vista, CA 92083

PROJECT SCHEDULE

All events are held at Bella Mente Montessori Academy located at
1737 West Vista Way, Vista CA 92083

Issue Date:	insert date
Bidders Conference:	insert date and time
Proposal Due:	May 5, 2017 at 2:00 p.m. Business Office
Proposal Opening:	May 8, 2017 at 10:00 a.m.
Bidder's Interview:	May 15, 2017 at 9:00 a.m.
Protest Deadline:	May 19, 2017 by 10 a.m.
Intend to Award:	June 15, 2017 (Pending Board Approval)
Recap of RFP:	Available After June 30, 2017 or Board Approval

Contact: Erin Feeley
Executive Director
Bella Mente Montessori Academy
1737 West Vista Way
Vista, CA 92083
(760) 621-8948

Instructions to Bidders



PURPOSE OF THIS RFP

Bella Mente Charter School, doing business as Bella Mente Montessori Academy, hereinafter referred to as BMMA, is seeking proposals from qualified companies to procure ingredients for meals or prepare finished meals and deliver fresh, refrigerated, or frozen food products as requested by BMMA. **The RFP will be awarded to one (1) winning distributor/vendor. A second distributor/vendor may be awarded as a backup.** A backup distributor/vendor will only be used when the winning distributor/vendor is unable to deliver the item(s) ordered on a regularly scheduled delivery date. Furthermore, in the event that the winning distributor/vendor is unable to fulfill the contract requirements thus result in a cancellation of the original contract between the winning distributor/vendor and BMMA, a backup distributor/vendor may enter into a contract with BMMA upon mutual agreement without resubmitting another proposal. Proposals made in this RFP by the backup distributor/vendor shall stay effective until the end of the contract term. BMMA will act as the sole judge on whether the contract requirements are met to the Charter School's satisfaction. This RFP defines the program, the products, and the services that are being sought from the distributor/vendor and generally outlines the program requirements.

SCOPE OF SERVICES

The selected vendor(s) will partner with the Charter School over the term of the contract resulting from this RFP to procure and deliver frozen, refrigerated, ingredients or freshly prepared and ready to eat meals to its site. (see Appendix A for Charter School profile)

The site requires a daily delivery (Monday through Friday). Delivery schedules will be determined based on operational needs.

Currently the Charter School serves an average of 80 breakfast meals and an average of 140 lunch meals per school day.

GENERAL INSTRUCTIONS AND CONDITIONS – RFP # 355001:

Proposals are requested for furnishing BMMA, for frozen/refrigerated food products and ingredients or freshly prepared, ready to eat meals for the period of July 1, 2017 through June 30, 2018. The Charter School reserves the right to determine purchase amount based on its operational need.

Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. The signatures of all persons shall be in longhand in ink. Proposers shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. All proposals shall be submitted in sealed envelopes bearing on the outside **the name of the vendor, the name and RFP number, submission due date and time.** It is the sole responsibility of the vendor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of



proposals will be returned to the vendor unopened. No oral or telephonic modification of any proposal submitted will be considered.

LIMITATIONS

The Charter School shall not be obligated to accept the lowest priced proposal, but will be evaluating proposals with the intent of awarding to one responsible distributor and one backup distributor as needed. The Charter School reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the Charter School(s). The Charter School may take into account the performance of the bidder with respect to any recent contract(s) with other District(s) or Charter School. The Charter School, however, 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 materials, equipment, and services offered, and to accept whatever proposal is deemed to be the lowest responsible proposal meeting all the criteria specified in the proposal **and** is in the best interest of the Charter School. This RFP is not an offer by the Charter School to contract with any party responding to this RFP. The Charter School makes no guarantee that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The Charter School shall, in no event, be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the services contract, if at all, is at the sole discretion of the Charter School.

RESTRICTIONS ON LOBBYING AND CONTACT

From the period beginning with the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this RFP, the evaluation or selection process and/or the award of the contract with any member of the Charter School, Board of Directors, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Proposal Format and Required Information. Distributors/Vendors responding to this RFP must follow the format in the section of Required Bid Documents. Distributor must submit one (1) paper copy of their proposal. Proposals should be properly and legibly filled out in ink or typewritten, include responses to all questions, and are to be verified before submission, as they cannot be corrected after proposals are opened. Distributors/Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. It is the sole responsibility of the Distributor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral or telephonic modification of any proposal

submitted will be considered. You may include a link to your company's web site to reference supplemental or additional information.

- a. Each proposal must have an original signature in ink of only one (1) responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. When requested by the Charter School, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Failure to sign properly may result in rejection of the proposal. Obligations assumed by such signature must be fulfilled.
 - b. Corrections made of entries on the proposal must be initialed in ink by the same person who signs the form for the distributor/vendor. No corrections can be made after the time stated for receiving quotations.
 - c. Proposals are to be verified before submission, as they cannot be corrected after proposals are opened. All proposals shall be submitted in sealed envelopes bearing on the outside **the name of the vendor, the name and RFP number, submission due date and time**. It is the sole responsibility of the vendor to see that his/her proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened. No oral, facsimile, electronic or telephonic modification of any proposal submitted will be considered.
 - d. Distributors/Vendors shall fully answer each question on the Proposal Worksheet and Distributor Questionnaire of this request for proposal. A proposal shall be deemed non-responsive if a Distributor fails to answer every question on the above mentioned documents.
2. Withdrawal of Proposals. A distributor/vendor may withdraw a proposal by letter or in person prior to submission deadline. Proposals may not be withdrawn after May 5, 2017 at 2:00 p.m.
3. Award. The Charter School reserves the right to reject any and all proposals without explanation or recourse and to negotiate with the companies submitting a proposal. The Charter School further reserves the right to contract the work with whomever and in whatever manner the Charter School decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the Charter School may require. A proposal submitted in response to this RFP will be administered in the following manner:
- a. After the opening of proposals, a RFP review committee representing the Charter School will score the proposals based on the evaluation criteria. No less than 2 and no more than 5 responsive proposers shall be invited for an interview;
 - b. The committee may investigate the qualifications of any bidder/proposer under consideration, require confirmation of information furnished by a bidder/proposer, and require additional information and/or evidence of

- qualifications to perform the services described in the RFP. The committee shall have the right to inspect the distribution/vendor facility or facilities and equipment to be utilized by the interviewed proposer.
- c. The Committee will make a recommendation to the Executive Director of the Charter School.
 - d. The Charter School will be the sole judge of merit and not necessarily accept the lowest price offered. The Charter School will issue Intent to Award letter to the successful bidder. The award will be formally made by the Bella Mente Charter School Board of Directors in a timely manner. In the event that a second vendor is awarded as a backup, Bella Mente Charter School will mail Intent to Award letter to the backup distributor/vendor in the same manner.
4. **Protest by Bidders.** A bidder may protest a bid award if he/she believes that the award is inconsistent with Bella Mente Charter School (BMCS) Board policy, the bid's specifications, or is not in compliance with law. A protest must be filed in writing with the BMCS Executive Director or designee by the protest deadline. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract. The Executive Director or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Executive Director or designee may also convene a meeting with the bidder in order to attempt to resolve the problem. The bidder may appeal the Executive Director or designee's decision to the Board. The Executive Director or designee shall provide reasonable notice to the bidder of the time for Board consideration of the protest. The Board's decision shall be final.
5. **Execution of Contract.** The signed contract forms submitted by the proposing Distributor become fully executable after the award of the RFP. In the event the Distributor to whom an award is made fails or refuses to execute the contract within the period provided in this section, the Charter School may work with the backup distributor, or may reject all proposals and may issue a new Request for Proposal.

PROPOSAL EVALUATION CRITERIA

Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by a RFP review committee of the Charter School. Each proposal will be scored on a scale of 1 to 100 points.

1. Cost (35 points)

Bidders should complete the proposal worksheet thoroughly and in a manner to ensure transparency of the elements of the cost structure so that it can be easily

understood, explained, and audited. The bidder proposing lowest cost will be assigned 35 points.

2. Customer Service & References (25 points)

Bidders should demonstrate their ability to promptly respond to request for information, to resolve complaints and issues, and to provide timely and accurate delivery. Bidder's customer service staff should be easily accessible for inquiries or issues. Bidder should be able to provide marketing strategies to assist the Charter School in promoting school meal programs.

3. Experience and Competence (20 points)

Bidder should be able to provide state-of-the-art technology in order to provide services including data collection, customized reports, and complete traceability of product. Bidder should demonstrate substantial and recent experience in providing the products to California public schools operating the National School Lunch and School Breakfast programs. Bidder should provide an efficient supply-chain management system to ensure timely and accurate delivery and flexibility to address changes in needs of the Charter School.

4. Sustainability (20 points)

Bidder should have an integrated operation including evidences that the proposing firm will continue to operate successfully throughout the term of any Perishable Contract it accepts. Bidder should have a robust level of financial capability sufficient to handle contracts as large as any Perishable Contract is likely to be and on a multi-year basis. Bidder should show evidence of an integrated system to ensure food-safety and social responsibility.

Required Bid Documents

Required Bid Documents Checklist

Distributors/Vendors responding to this RFP must follow the format in the section of Required Bid Documents. The following must be completed and submitted with the proposal package:

1. Cover Letter (Note: Provide your own document.)	
2. Request for Proposal Signature Page	
3. Proposal Worksheet	
4. Contract Agreement	
5. Distributor Questionnaire	
6. Reference List (Note: Provide your own document.)	
7. Public Liability and Property Insurance (Note: Provide your own document.)	
8. Non-Collusion Declaration	
9. Hazard Analysis Critical Control Point Plan (Note: Provide your own document.)	
10. Disaster Contingency Plan (Note: Provide your own document.)	
11. Food Security and Safety Program (Note: Provide your own document.)	
12. Product Recall Program (Note: Provide your own document.)	
13. Suspension and Debarment Certification, U.S. Department of Agriculture	
14. Disclosure of Lobbying Activities	
15. Required Bid Documents Checklist (this form)	

Completed by: _____ Title: _____

Signature: _____ Date: _____

REQUIRED BID DOCUMENTS

Submit all of the following documents with your proposal.

1. Cover Letter (three single sided pages maximum)

Include the following components in the cover letter:

- RFP number in the beginning of the letter.
- A brief statement of interest and summary of relevant qualifications to engage in a professional relationship with Bella Mente Charter School, doing business as Bella Mente Montessori Academy.
- The following statements: "I certify that I have read the attached RFP and accompanying instructions and that I am authorized to commit the firm to the proposal submitted."
- Name and Nature of Distributor's Legal Entity: Specify in the proposal the name and nature of the legal entity and any fictitious name(s) under which it does any business. An authorized officer or person shall sign the proposal under the correct firm name.
 - a. Distributor name
 - b. Address
 - c. Name of contact person
 - d. Phone number
 - e. Email address
 - f. Year Distributor was established
 - g. Number of employees
 - h. Web site/Facebook page
 - i. Signature of authorized officer or person
 - j. Corporate seal (if a corporation)

2. Request for Proposal Signature Page

An authorized officer or person shall sign the proposal under the correct firm name.

3. Proposal Worksheet

No proposals shall receive consideration by the Charter School unless responses are completed for every question in the worksheet. Prospective Distributors/Vendors are encouraged to respond in detail to each of the questions listed in the worksheet.

4. Contract Agreement

The form of contract agreement, which the successful proposer, as Distributor, will be required to execute, is included in the contract agreement section and should be carefully examined and completed by the proposer. Proposers are required to fill in the blank lines in the contract to complete the proposal. **No proposals shall receive**

consideration by the Charter School unless this contract agreement is completely filled out and signed with the proposal. The complete contract consists of the following documents: The Notice to Bidders, the Instructions to Bidders, the Accepted Bid, and the Contract Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents.

Both the winning distributor and, when applicable, the backup distributor will be required to execute the signed contract agreement when the RFP is awarded. Distributors/Vendors who are not awarded the RFP are not required to execute the signed contract agreement.

5. Distributor/Vendor Questionnaire

Distributor/Vendor shall be required to respond to each of the attached questionnaires completely to be considered, and encouraged to provide detailed responses. Provide your answers on the Distributor Questionnaire included with this RFP.

6. Reference List (one page maximum)

Please supply the contact information for (3) School District or Charter School Food & Nutrition Services. List must include the following information for each contact:

- a. District or Charter School name
- b. Address
- c. Contact name and telephone number

7. Public Liability and Property Insurance

Distributor shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the Charter School from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Distributors/Vendor are required to furnish certificates of insurance prior to start of work.

- a. Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000/\$1,000,000 Aggregate.
- b. Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000 Aggregate.
- c. Insurance certificate must name the Charter School as additional insured.
- d. Certificate to be submitted by vendor must be submitted prior to award.

8. Non-collusion Declaration

Distributors/Vendors on this contract are required to submit a Declaration of Non-collusion with their proposal. This form is included with the proposal package and must be signed under the penalty of perjury and dated.

9. Hazard Analysis Critical Control Point (HACCP) Plan

Distributors/Vendors on this contract must have a HACCP Program in place for the company. A copy of the vendors HACCP Plan must be submitted with this proposal.

10. Disaster Contingency Plan

A copy of the Distributor's Disaster Contingency Plan must be submitted with this proposal.

11. Food Security and Safety Program

A copy of the Distributor's Food Security and Safety Program must be submitted with this proposal.

12. Product Recall Program

A copy of the Distributor's Product Recall Program must be submitted with this proposal.

13. Suspension and Debarment Certification, U.S. Department of Agriculture

This form must be completed and submitted with this proposal. Proposals received without these forms/certifications will not be considered

14. Disclosure of Lobbying Activities

This form must be completed and submitted with this proposal. Proposals received without these forms/certifications will not be considered

15. Required Bid Form Checklist

A checklist for required bid forms is included in this RFP. Complete and submit with this proposal.

Contract Agreement



CONTRACT AGREEMENT

(FROZEN AND REFRIGERATED FOOD DISTRIBUTION RFP # 355001)

THIS CONTRACT AGREEMENT (this "Contract"), made and entered into this _____ day of _____, 2017, by and between Bella Mente Charter School (the "Charter School") and

Distributor/Contractor Name

Mailing Address

City State Zip Code

Hereinafter referred to as "Distributor/Vendor."

RECITALS

A. Bella Mente Charter School has the authority to solicit and award the proposals for products and services.

B. Bella Mente Charter School has solicited proposals for the provision of frozen, refrigerated, ingredients or freshly prepared and ready to eat meals via a Request for Proposal Number 355001 whereby the Charter School may agree to purchase specified products from the successful bidder(s).

C. Provisioners are the successful bidders under such request for proposal, and the Charter School and Provisioner hereby desire to set forth their agreement with respect to the sale to the Charter School, and the purchase from Provisioner, of Products on the terms and conditions hereinafter set forth.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

TERM OF AGREEMENT

The term of this agreement will be from July 1, 2017 through June 30, 2018.

CONTRACT RENEWALS

This contract is deemed to be a CONTRACT FOR PRODUCTS AND SERVICES under the California Education Code Article 3, Section 17596. If mutually agreeable, the Charter School reserves the right to renew the contract for two (2) additional twelve (12) month periods not to exceed three (3) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having

been met to the satisfaction of the Charter School. Such renewal will be made by notifying the distributor/vendor, in writing, thirty (30) days prior to the expiration of the contract. The percentage markup and the landed costs may be “subject to adjustment” at the beginning of each annual contract period. It is expressly understood that the contract rate increases are not automatic or guaranteed. The distributor’s/vendor’s request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The Charter School reserves the right to reject any such request and re-bid and/or terminate said contract within the provisions of the existing agreement. It is understood that increases in the landed costs are out of the control of the distributor/vendor. Those price adjustments may be accepted or rejected by the Charter School. Increases in the percentage markup price(s) in this RFP may not exceed the increase in the Consumer Price Index Urban for the San Diego region or price increases verified by labor rate increases justified by increases in labor contracts or State of California Department of Industrial Relations prevailing wage rates.

DISCONTINUANCE OF SERVICE

Failure on the part of the successful distributor/vendor to meet contract requirements shall be cause for cancellation. Either party may cancel the contract upon a thirty (30) day written notice to the other party prior to the end of the contract term.

The Charter School reserves the right to discontinue service upon 24-hours notice for due cause which shall include such reasons as unsatisfactory product or service; or to extend the contract with present distributor/vendor upon annual review of weighted factors, performance of service and/or provision of quality products.

FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.

The Charter School shall hold the successful distributor/vendor liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the successful distributor/vendor fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the Charter School may purchase the items herein specified elsewhere, without notice to the successful distributor/vendor. Additional costs accrued by the Charter School through this purchase may be deducted from unpaid invoices or must be paid to the Charter School by the successful Distributor.

PRICING

The pricing proposed must remain in effect for the term of the contract. The proposed pricing methodology will also be applied to any new products requested.



FUEL SURCHARGES

Absolutely **no fuel surcharges** will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

ORDER CONDITIONS/DELIVERY MINIMUMS

The Charter School shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

VEHICLE DELIVERY CONDITIONS

All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either hot, frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures.

Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Frozen items should be received at 8°F or lower.

Hot food items must be delivered hot without any signs of temperature abuse. Hot items should be received at 135°F.

Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 41°F or higher.

Additionally, all items must be delivered free of infestation including but not limited to larvae and rodent droppings.

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PARAMETERS MAY BE REJECTED.

PRODUCT QUALITY CONTROL

The Charter School reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the Charter School to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor 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 Distributor's/Vendor's plant is located or by the applicable federal standards, whichever is higher.

Distributor/Vendor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of San Diego or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

Distributor/Vendor shall follow appropriate procedures for First In First Out (FIFO) stock rotation system. Products received shall not have an expiration date less than one month from the date of delivery.

All food must be delivered in a fresh state with the intent that it will be freshly consumed within 48 hours.

Distributor/Vendor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information.

In the event of product contamination issue, distributor/vendor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with proposal (HACCP Plan, Food Security and Safety Program including Pest Control Policy)

INFERIOR PRODUCT

The distributor/vendor agrees to permit inspection of the delivered items by a representative of the Charter School with the right of rejection of inferior merchandise. The Charter School decision shall be final.

PACKAGING

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the Charter School for product or freight.



APPLICABLE "BUY AMERICAN" PROVISIONS

Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, Distributors/Vendors offering product and/or products ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased.

MEALS AND EQUIVALENTS

The distributor/vendor will prepare the following meals: **Breakfast and/or Lunch**, including: providing such items as: eating utensils, paperware, condiments, napkins, etc. Meals will be delivered in **bulk** form. The distributor/vendor shall serve meals on such days and such times as requested by the SFA.

The distributor/vendor will provide necessary equipment for meal service such as: refrigerator, oven/warmer, etc.

All meals provided shall conform to the minimum meal requirements including the nutrient standards of the United States Department of Agriculture (USDA) for those meals and for the age group served. The distributor/vendor shall comply with the rules and regulations of MDE and USDA, and any additions or amendments thereto including but not limited to, 7 CFR Parts 210, 215, 220, 245, 250, 225, 3016, and 3019, if applicable; and Food and Nutrition Service instruction and policy as applicable.

The distributor/vendor shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet, and those non-disabled students who are unable to consume regular lunch or breakfast because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by the USDA Food and Nutrition Service. Such statement shall in the case of a student with disability, be signed by a medical doctor or in the case of a non-disabled student, be signed by a recognized medical authority. There will be no additional charge to the student for such substitutions.

The distributor/vendor shall be liable for meals that do not meet the meal pattern requirements as specified in the Contract, or are spoiled or unwholesome at the time of delivery. The SFA shall not pay for such meals.

The distributor/vendor shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instructions in accordance with the Charter School's Wellness Plan.



The SFA shall retain control of the quality, extent and general nature of the food service.

NUTRITIONAL INFORMATION AND LABELING

Distributor/Vendor shall be required to provide a complete menu compliance paperwork for each week including menu compliance worksheets for the K-8 level recipes for all prepared foods, product specification, CN labels, and/or nutrition facts and ingredient statements for all items offered to students.

ALL PROCESSED FOODS SHOULD NOT CONTAIN ANY ARTIFICIAL TRANS FAT.

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Distributor/Vendor shall notify the Charter School whenever there is a product/ingredient change in any item provided to the Charter School. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Charter School Food Services Department.

DELIVERIES

The successful Distributor/Vendor will make mutually acceptable delivery time options available for the Charter School. The Charter School reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required.

Once a mutually agreed upon delivery schedule is established between the Distributor and the Charter School, timely delivery of all orders is expected. If the Distributor is unable to meet confirmed delivery schedule(s), as agreed upon, then after a one (1) hour grace period, **the Charter School reserves the right to assess a penalty payment to the Distributor for each instance in the amount of \$100.00 per late delivery**, and deduct from the Distributor's invoice the penalty payment. The Charter School reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption to service.

If, at any time, a delivery cannot be made within one (1) hour of scheduled time, the Vendor/Driver must notify the school/site to negotiate an alternate delivery time or day. The Charter School may refuse unscheduled deliveries at the Vendor's expense. Frequent occurrences may result in cancellation of the Contract. **The Charter School shall be entitled to bill/deduct from payments to the Vendor the rate of \$500.00 per hour per delivery for any and all late deliveries.**



The Distributor must guarantee a 100% fill rate for all Charter School orders. For any Charter School order, if the Bidder is unable to perform under the terms of the Contract, or if it fails to deliver any items ordered within the prescribed timelines, the Charter School reserves the right to cancel any order(s) or purchase the item(s) on the open market, and to request and receive payment from the Bidder for the difference between the contract price and the price the Charter School pays on the open market.

ACCOUNTING

Delivery receipts shall be reconciled against the invoice. In an event of a discrepancy, an updated invoice shall be provided to the school.

A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner.

Statements for all goods purchased within a calendar month shall be made available. Statements should be sent by the 5th of the month following the month of purchase.

The payment terms of this contract shall be "Net 30 days" unless otherwise indicated below. All invoices are due and payable within 30 days from the "invoice date" or date of delivery.

RIGHT TO AUDIT

The distributor/vendor shall submit to third party audits and/or inspections initiated by the Charter School 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. Distributors/Vendors must take steps to correct findings 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.

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, loss or shortage of transportation facilities, 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.

SAFETY AND SECURITY

The distributor/vendor shall comply with all Charter School 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 (Cal Code).

Distributor'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., must be reported to the affecting Charter School.

ADDITIONAL REQUIREMENTS

- a) The distributor/vendor may only deliver during the identified delivery periods.
- b) The distributor/vendor must meet BMMA's security requirement for all staff requesting access to BMMA.

INSURANCE

Distributor/Vendor shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the Charter School from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Distributors/Vendors are required to furnish certificates of insurance prior to start of work.

- a) Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000/\$1,000,000 Aggregate.
- b) Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000 Aggregate.
- c) Insurance certificate must name the Charter School as additional insured.
- d) Certificate to be submitted by vendor must be submitted prior to award.

AFFIRMATIVE ACTION

The distributor/vendor shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet Federal and State guidelines.

No discrimination shall be made in the employment of persons in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

HOLD-HARMLESS CLAUSE

To the fullest extent permitted by law, the distributor/vendor agrees to indemnify, defend and hold the Charter School entirely harmless from all liability arising out of:



Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Distributor's employees or Distributor's subcontractor employees arising out of Distributors/Vendors work under this proposal; and

Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Distributor, or any person, firm or corporation employed by the Distributor, either directly or by independent contract, including all damages due to loss or theft, sustained by and, person, firm or corporation including the Charter School, arising out of, or in any way connected with the Distributors/Vendors work under this proposal, including injury or damage either on or off the Charter School property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the Charter School.

The distributor/vendor, at the Distributors/Vendors own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Charter School, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Charter School, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

FINGERPRINTING

Successful Distributor agrees to comply with all provisions of Education Code Section 45125.1, Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the Charter School that will enter the sites and other Charter School facilities for purposes of providing services covered by this proposal during normal Charter School hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Distributor will provide the Charter School with a list of all employees providing services pursuant to this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the Charter School that will enter the sites and other Charter School facilities during normal Charter School hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 45125.1.

PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.



ATTORNEYS' FEES

In the event of any dispute between the Charter School, and Contractor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.

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

CHARTER SCHOOL:

Bella Mente Charter School

By: _____

Title: _____

Address:

1737 West Vista Way

Vista, CA 92083

Phone No: (760) 621-8948

Fax No: (760) 639-0611

PROVISIONER:

By: _____

Title: _____

Address:

Phone No:

Fax No:

Authorized Officers or Agents
(Corporate Seal)

Appendix A

Bella Mente Charter School Profile

Address of delivery site:	1737 West Vista Way Vista CA 92083
2016/17 (as of 04.18.2017) Total Breakfast Meals Ordered	8639
2016/17 (as of 04.18.2017) Total Lunch Meals Ordered	18258
2016/17 (as of 04.18.2017) Breakfast Average Daily Participation	65
2016/17 (as of 04.18.2017) Lunch Average Daily Participation	140
Request a Cycle Menu?	Yes
Number of Delivery Site	1
Days of Delivery	Daily: Monday through Friday
Time of Delivery	10:00 am

DISTRIBUTOR/VENDOR QUESTIONNAIRE

Bella Mente Charter School Food Services Cooperative Purchasing Group
Request for Proposal # 355001

Please complete this questionnaire and submit with your proposal. Attach additional sheets if needed.

(Evaluation criteria: A = Cost, B = Customer Service & References, C = Experience & Competence, D = Sustainability)

1. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule for the Charter School. (B)
2. What is the lead time you require for orders? Can the Charter School order on-line? (B)
3. How will emergency deliveries (deliveries not on a scheduled date) be handled? (B)
4. What is your procedure for notifying the customer of shortages and/or substitutes? (B)
5. Please describe the reports that you make available to your customers (e.g. monthly menus, nutrient analysis, menu compliance worksheets, product formulation statements/spec sheets, menu production, etc.). How are customers able to access these reports? (C)
6. What is the current make up of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration, freezer units, warming capabilities on these delivery vehicles. (C)
7. Will the distributor provide the Charter School with a fridge and a warmer to use for the meals? (B)
8. How does your company assist the Charter School if a freezer goes down and the Charter School ask for assistance? (C)
9. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? (B)
10. What is your procedure to bring in new products for the Charter School? (C)
11. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability? (D)

12. Has your firm resigned or been replaced at the will of a district(s) or Charter School during the school year within the last 18 months? If so, explain. (D)
13. Has your firm provided economic opportunity for the San Diego County residents and business? If so, explain. (D)

Firm Title _____ Signature _____

Phone#: _____ Name (Printed) _____

Fax#: _____ E-Mail address _____



NONCOLLUSION AFFIDAVIT TO BE

EXECUTED BY BIDDER AND SUBMITTED WITH BID.

(Public Contract Code Section 7106)

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

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

(Date)

(Signature)



**SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE**

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Bella Mente Charter School
Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name Title Signature Date

(3) DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

(10) INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
Exceeding \$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:	Agreement Number:	
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

(4) OR

Name of Food Service Manager or Food Service Consulting Company:		
Printed Name and Title of Submitting Official:	Signature:	Date:
Name of School Food Authority:	Agreement Number:	