



INVITATION TO BID

BID # B2027-01

FRESH PRODUCE DELIVERY

**Bid Opening on
Wednesday, April 22, 2026 at 3:30:00 PM PDT**

at

**San Dieguito Union High School District
Purchasing Department
710 Encinitas Blvd., Encinitas, CA 92024**

Any questions related to this solicitation should be directed to:
Laura Medina, Contracts Analyst, laura.medina@sduhsd.net

BID Issued on April 1, 2026
Publication Dates: April 1 and April 8, 2026

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NOTICE OF INVITATION TO BID

NOTICE IS HEREBY GIVEN that the **San Dieguito Union High School District** of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than 3:30:00 p.m. PDT on Wednesday, April 22, 2026, sealed bids for the award for:

BID # B2027-01 FRESH PRODUCE DELIVERY

Sealed bids (including a copy in digital/electronic format on USB portable storage device) shall be received by US mail or by hand at the office of the: Department of Purchasing, SAN DIEGUITO UNION HIGH SCHOOL DISTRICT, located at 710 Encinitas Blvd., Encinitas, CA 92024.

Each bid must conform and be responsive to the contract documents. Bid documents may be obtained at the Purchasing Department website under current bids:

<https://www.sduhsd.net/Departments/Business-Services/Purchasing/index.html>

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

No Bidder may withdraw his bid for a period of sixty (60) days after the bid opening date.

Jodie Williams
Clerk of the Governing Board
San Dieguito Union High School District
San Diego County, California

Publication: The Daily Journal
Publication Dates: April 1 and April 8, 2026

BID # B2027-01 FRESH PRODUCE DELIVERY

TIMELINE

DATE	DETAILS	EVENT
April 1, 2026 April 8, 2026	San Diego Daily Transcript	BID Advertising Dates
April 13, 2026 by 4:00:00 PM PDT	Questions to: laura.medina@sduhsd.net	Deadline for written questions from Bidders
April 15, 2026 by 4:00:00 PM PDT	Addendum posted on District website	District deadline for responses to questions
April 22, 2026 by 3:30:00 PM PDT	BID deadline	Sealed Bids are due
April 27, 2026	Notice of Intent to Award	Notice of Intent to Award is posted on District Website
May 21, 2026*	SDUHSD Board Meeting	Award of Contract
July 1, 2026	Contract term begins	Start of contract

**May change at District's discretion*

**BID # B2027-01 FRESH PRODUCE DELIVERY
INFORMATION FOR BIDDERS**

1. **SECURING DOCUMENTS:** Specifications and all other solicitation documents will be available online to maximize fair and open competition at <https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html>
2. **ETHICS:** SDUHSD expects respondents to maintain high ethical standards throughout the competitive solicitation process. The bid amount of one respondent shall not be disclosed to another respondent. SDUHSD will consider any respondent found to be engaging in such practices to be a non-responsible bidder and may reject its bid on that ground.
3. **RESTRICTIONS ON LOBBYING AND CONTACTS:** Respondents are instructed not to make personal contact with members of the School Board and/or District Administration. Attempts at contacting anyone other than the contact person indicated in this Bid document may result in disqualification.
4. **SUBMITTING BIDS:** Bids must be received in the Purchasing Department at San Dieguito Union High School District located at 710 Encinitas Blvd., Encinitas, CA 92024, by the time prescribed in the Notice of Invitation to bid for BID # B2027-01. All bids shall be enclosed in a sealed envelope with the name of the bidder, the BID name and the BID number written on the outside of the envelope. The date and time will be written on the envelope at the time of receipt by the District. All bids received after the stated due date and time will be returned, unopened to the proposing vendor.
5. **NUMBER OF COPIES:** Each vendor shall submit one (1) original, unbound printed copy and one (1) electronic copy on a flash drive to the District. The hard copy must bear an original wet signature; photocopies or digital signatures will not be accepted for the "Original" copy. The flash drive must include all bid documents in PDF format, with the exception of the Vendor Response Form, which must be provided in its original Excel format. Note: Emailed or faxed responses are non-responsive and will be rejected.
6. **PREPARATION OF BID:** Prices shall be stated in units specified. The bid will be awarded on an all or nothing basis. The District will not be responsible for errors in extensions. The right is reserved to reject any and/or all bids; to waive any irregularities or informalities in any bid; and to accept or reject any items in the bid. Questions and Request for Information must be in writing and emailed to laura.medina@sduhsd.net no later than the question deadline of April 13, 2026 by 4:00:00 p.m. PDT. Only questions answered by formal written addenda will be binding.

Respondents shall be solely responsible for examining the BID Documents, including any addenda issued during the bidding period. Failure of respondent to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

Bids should clearly state method of delivering produce on time, safely, and using high quality produce.

Vendors are instructed to download the Excel version of the Vendor Response Form at

<https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html> and complete the form in Excel format, and submit the Excel file with the bid.

7. **ERRORS AND OMISSIONS:** It shall be the responsibility of the proposing vendor to acquaint him/herself with the contract documents before submitting a bid. The bidder shall assume full liability for any errors or omissions in its bid.
8. **WITHDRAWAL OF BIDS:** Any bidder may withdraw his/her bid at any time prior to the scheduled time for bid opening. Withdrawal request must be in writing and submitted at laura.medina@sduhsd.net. No bidder may withdraw their bid for a period of sixty (60) days after the date set for bid opening. A successful bidder shall not be relieved of the bid submitted without the SDUHSD's consent or bidder's recourse to Public Contract Code Sections 5100 et. seq.
9. **ADDENDA:** Any Addenda issued by SDUHSD during the time of solicitation shall be posted online at <https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html> and incorporated into the contract documents. Bidders 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 bid.
10. **INTERPRETATION OF BID DOCUMENTS:** If a bidder 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 a written request for interpretation or correction thereof. Any interpretation will be made by written addendum. No oral interpretation will be provided to any bidder. Addenda will be posted online at <https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html>
11. **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 bidder. Samples are only required if requested by SDUHSD. 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 San Dieguito Union High School District Office, c/o NS Samples for Bid # B2027-01, 710 Encinitas Blvd., Encinitas CA 92024
 - ii. Samples will be returned upon request at vendor expense if not destroyed by testing.
12. **ESTIMATED USAGE QUANTITIES:** SDUHSD anticipates procurement quantity based on historical data and participation forecasts. SDUHSD does not guarantee orders in these amounts nor shall SDUHSD be required to limit its orders to only those amounts or items. This is an indefinite quantity bid. Order minimums and minimum delivery schedules are outlined in this solicitation document. Quantities indicated on this quotation are estimates ONLY, based on prior two year's usage. Quantities are for approximately 39 weekly deliveries between August 3, 2026 - June 30, 2027. They are submitted as information for the vendor. Actual purchases may vary from item to item and the District cannot guarantee that items will be purchased exactly as indicated. Purchase order quantities and issuances will be made on an as needed basis, depending on customer participation.

13. **OPENING OF BIDS:** Bids will be opened by the time prescribed in the Notice of Invitation to bid for BID # B2027-01

14. **EQUAL BIDS:** When bids are equal they shall be awarded by a drawing of lots.

15. **CONDITIONAL BID:** The District reserves the right to reject any bid which imposes conditions or terms on purchases, which were not specified in the original bid document.

16. **BID PROTEST PROCEDURES:**

A. Standing to Protest: Only a Bidder who has actually submitted a bid for this solicitation has standing to protest. A subcontractor or a vendor who did not submit a bid does not have standing to protest.

B. Deadline for Filing: Any bid protest must be submitted in writing to the District's **Director of Purchasing** and must be received at the District Office no later than **4:00:00 p.m. PDT on the third (3rd) business day** following the District's issuance of the **Notice of Intent to Award**. The District shall not be required to consider any protest received after this deadline.

C. Form and Content of Protest: To be considered, a protest must be in writing and include the following:

1. The name, address, and telephone number of the protesting Bidder.
2. The specific bid number and title (e.g., *B2027-01 Fresh Produce Delivery*).
3. A detailed statement of the legal and factual grounds for the protest, including copies of all relevant documents.
4. The specific relief requested (e.g., *disqualification of the lowest bidder or re-evaluation of the bid*).
5. An identification of the specific statute, regulation, or bid provision that the District is alleged to have violated.

D. Resolution and Response: The Director of Purchasing or their designee shall review the protest and all relevant documentation. The District will provide a written decision to the protesting Bidder within five (5) business days of receipt of the protest. This decision shall be considered the final administrative action of the District.

E. Appeal to the Board of Education: If the protesting Bidder is dissatisfied with the administrative decision, they may request a hearing before the Board of Education by filing a written request with the Superintendent's office within two (2) business days of the date of the administrative decision. The Board's decision shall be final.

F. Impact on Award: The District, in its sole discretion, may stay the award of the contract pending the resolution of the protest. However, given the perishable nature of the goods being procured, the District reserves the right to proceed with the award if it determines, in writing, that the immediate award is necessary to ensure the continued and uninterrupted supply of fresh produce to students.

G. Failure to Comply: Failure to comply with these protest procedures shall constitute a

waiver of any right to further pursue a bid protest, including filing a claim under the California Government Code or initiating legal proceedings.

17. **AGREEMENT:** The form of agreement which the successful Bidder, as contractor, will be required to execute, is included in the bid documents and should be carefully examined by the Bidder. The complete contract consists of the following documents: The Notice of Invitation to Bid, Information for Bidders, the Accepted Bid, the Contract Terms and Conditions, the Vendor Response Form, and the Agreement; including all attachments and 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. The intention of the documents is to include all labor, transportation, and services necessary for the proper delivery of all items called for in the Contract

18. **AWARD OF CONTRACT:** The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The period of this award shall be from July 1, 2026 through June 30, 2027. By mutual agreement between the District and the Awardee, this contract may be renewed up to two (2) additional one year terms providing all bid conditions have been met to the satisfaction of the District with an allowance for cost increase not to exceed ten percent (10%) markup on each awarded bid item per year (this includes any increases approved mid-year) with documentation to support the same.

Pursuant to Section 200.320 of Title 2 of the Code of Federal Regulations, the award of the contract will be to the lowest responsive and responsible bidder. The contract will be awarded to one, and only one bidder based on the extended total price. Bidder must bid on all line items to be considered for award. Partial bids will not be accepted.

It must clearly be evident to the District that a Bidder is capable of delivering promptly all items on the bid list and acquiring, on short notice, any peripheral items which might be required.

Bidders are advised that the District reserves the right to reject a bid from a Bidder that cannot demonstrate the ability to provide the products and services required. Bidders are subject to providing verification, upon request, that they have been in the business as required for compliance with the requirements of this Invitation for Bid for at least six (6) months.

A Bidder's past delivery and performance practices relating to any previous or existing contracts will be examined. Bidders who have demonstrated unsatisfactory performance may be subject to disqualification as a responsible Bidder, disqualifying the Bidder for contract award.

END OF DOCUMENT
INFORMATION FOR BIDDERS

**BID # B2027-01 FRESH PRODUCE DELIVERY
CHECKLIST AND SIGNATURE PAGE**

BID recipient: San Dieguito Union High School District, acting by and through
its Governing Board, hereafter called SDUHSD.

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 San Dieguito Union High School District website at <https://www.sduhsd.net/Departments/Business-Services/Purchasing/Current-Bids/index.html>
2. I understand that SDUHSD reserves the right to reject this bid in whole or in part; to waive informalities in the bidding; and that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the bid opening date and time for this bid.
3. Upon award, the successful bidding vendor(s) will be required to deliver all terms and conditions outlined in Bid No. B2027-01 for the duration of July 1, 2026 to June 30, 2027 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 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 bid opening date and time per California Government Code 6250-6270.
 - a. Excluded sections are _____
5. I have completed and included the following attachments:
 - Attachment A: Certificate Regarding Worker's Compensation
 - Attachment B: Certificate Regarding Drug-Free Workplace
 - Attachment C: Certificate of Independent Price Determination
 - Attachment D: Certificate of Compliance Regarding Contact with Pupils
 - Attachment E: Certificate of Compliance Regarding Alcohol and Tobacco-Free Workplace
 - Attachment F: Certificate of Compliance Regarding Lobbying
 - Attachment G: Certificate of Compliance Regarding Suspension and Debarment
 - Attachment H: Equal Opportunity Employment Certification
 - Attachment I: Buy American Provision Certification of Compliance
 - Attachment J: Certificate of Non-Collusion

- Attachment K: School District References
- Vendor Response Form
- Agreement signed by bidder – not in effect until fully executed.

6. I have included the following documents regarding my company's operations:

- Company HACCP Plan and Food Safety Protocols
- Company's current health permit

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
_____	_____
Representative Printed Name	Vendor City, State, Zip Code
_____	_____
Representative Title	E-mail for order entry or ordering portal URL
_____	_____
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 DOCUMENT
BID CHECKLIST AND SIGNATURE PAGE

**BID # B2027-01 FRESH PRODUCE DELIVERY
CONTRACT TERMS AND CONDITIONS**

1. **CONTRACT DURATION:** Contract will commence July 1, 2026 and end June 30, 2027. By mutual agreement between the District and the Awardee, this contract may be renewed up to two (2) additional one year terms.
2. **AUDITS AND INSPECTIONS:** The successful bidder shall submit to third party audits and/or inspections initiated by the SDUHSD 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 vendor 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.
3. **LEGAL REQUIREMENTS:** All vendors are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.
4. **PERMITS/LICENSES.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.
5. **IRS REQUIREMENTS:** SDUHSD views bidding vendors as independent contractors. 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 the vendor(s).
6. **INSURANCE:** During the entire term of this contract and any extension or modification thereof, the successful vendor shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, workers compensation insurance, and auto liability coverage of owned and non-owned vehicles used by vendor in relation to the performance of service(s) under this Contract, of at least the following:
 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate.
 2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if vendor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

An endorsement listing the District, its Board, officers, agents and employees 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.

District may at any time request vendor provide a full and complete copy of any or all policies of insurance to be maintained by vendor pursuant to this Contract; and vendor shall provide

a copy of each requested policy to District within ten days of District's request. District shall review the insurance policies, along with the Certificates of Insurance and endorsements also provided by vendor, to determine whether vendor's insurance complies with the insurance-related requirements of this Contract. However, no failure by District to conduct such review, to properly or completely conduct such review, or to identify any non-compliance with the requirements, shall be deemed or construed to relieve vendor from any of its obligations in regard to such insurance-related requirements.

7. **PRODUCE SPECIFICATIONS AND CONDITION:** All produce shall be delivered as fresh as possible. All suppliers shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county and city laws and ordinances for their production handling, processing, marking and labeling. All prepared produce products must be prepared without the use of sulfating agents.

In accordance with "Buy America" and "Buy California", every effort will be made to provide first Locally grown (within 250 miles), then California grown, then American grown produce. If Local, California or American grown produce is unavailable in sufficient quantities to provide affordability, then only produce inspected and approved by USDA is acceptable. Produce certified free from pesticide residues is preferred when available and competitively priced.

8. **PACKAGING:** Packages shall be so construed as to ensure safe and sanitary transportation to the point of delivery. Damaged containers 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. Cases or product shall be clearly and legibly labeled with product name, code, weight, and count. All costs for containers shall be borne by the vendor. Whole, ready to eat fruits shall be delivered without stickers on individual pieces of fruit.

9. **PRICING:** All fresh produce price quotations will be based on a cost plus formula. The cost plus formula will consist of actual costs plus a percentage figure markup, which represents the percentage that will be charged above the actual costs. Contract prices awarded as a result of this price request shall remain firm for the contract period. Any changes (up or down) in price must be announced to the Director of Purchasing at least 30 days preceding the effective price change. The District reserves the right to request verification of any change in prices. The price per unit percentage markup must remain firm for the full contract period. In the event of a price change effective between the opening date of the Bid and the inception date of the contract, the successful vendor shall reflect any decrease and may reflect any increase at the beginning of the contract.

10. **ORDERING:** Individual school sites will place online orders for delivery to their specific site. Each order must be packed and invoiced separately. The District reserves the right to add, remove or delete product based on school needs. There will be no minimum order requirement for any item listed on the bid. Only vendors with no minimum order requirements will be considered for award. The District will make every effort to ensure orders are at least \$50.00 each.

11. **SUBSTITUTIONS:** Substitutions in quality or quantity must receive prior approval from the

Nutrition Services Department in order to qualify for payment.

12. **DELIVERY:** It is estimated that the initial delivery of ordered fresh produce will start the week of August 3, 2026 to all 9 school sites

- Required delivery time: 6:30 a.m. – 12:30 p.m.
- Required one delivery per week to each of the 9 school sites, preferably on Monday or Friday. Deliveries will occasionally be rescheduled due to district holidays or other closures.
- See page 33 for Calendar of holidays and closures during 2026-27 school year. See pages 34-35 for school delivery locations and addresses.
- Delivery schedule is to be pre-scheduled to coincide with school and existing route flow for responder's best reduction of expenses, mileage and time.

13. **SAFETY AND SANITATION:** District 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. Reference guidelines are available at [foodsafety.gov](https://www.foodsafety.gov)

14. **BUY AMERICAN PROVISION:** San Dieguito Union High School District participates in the National School Lunch Program and School Breakfast Program and is required to use the Nonprofit food services funds, to the maximum extent practicable, 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 210.21(d).

Bidder must complete and sign the Buy American Provision Certification of Compliance acknowledging and certifying that his/her company complies with the Buy American Provision that the food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes, substantially means over 51 percent of the processed food is from American-produced products. If the bidder is unable to certify compliance with the Buy American Provision, for any line items, the bidder shall specify the requested exceptions on the Buy American Provision Certification of Compliance form and provide a detailed explanation as to why it cannot certify compliance. Bidder will be required to provide domestic products for all line items not listed as exceptions.

Two situations may warrant a waiver to permit purchases of foreign products (at the discretion of the District):

- a. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactorily quality; bananas are a good example.
- b. Competitive bids reveal that a U.S. product costs significantly more than a foreign product.

BUY AMERICAN PROVISION CERTIFICATION OF COMPLIANCE: Vendors are expected

to complete & sign the Buy American Provision Certification of Compliance Form. Original form must be received with bid. District decision whether a waiver will be granted is final.

15. **LIQUIDATED DAMAGES:** In the event that the vendor fails to deliver the ordered products by the time specified in the contract, the District 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 was not delivered on time, the district shall have the right to charge vendor the full value of lost revenue.**
16. **DE-ESCALATION:** In the event that awarded vendor wishes to reduce the price of an item(s), the District reserves the right to accept the price reduction immediately.
17. **LATE FEES:** Refer to Item 15: LIQUIDATED DAMAGES.
18. **PRODUCT RECALL:** In the event a product is recalled, vendor will immediately notify the Nutrition Services Director. Vendor will be responsible to pick up the product and replace or credit recalled item(s) at the district's discretion.
19. **MONTHLY USAGE REPORTS:** The awarded vendor will supply monthly usage report or make available to the District upon request.
20. **BONDING:** All drivers must be bonded. Keys and alarm codes will be provided to drivers as needed for the completion of services related to this contract.
21. **EXECUTION OF CONTRACT:** The contract award will be made by the Governing Board of SDUHSD and will be communicated to awarded vendor(s) after Board approval. A letter will then be provided by SDUHSD officially notifying awardee(s) of contract.
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 San Dieguito Union High School District Nutrition Services Department at **675 Balfour Drive, Encinitas, CA 92024**. Payment will be made on a Net-30 basis.
23. **CREDIT MEMOS:** The successful vendor's 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 provided with the corresponding monthly invoice.
24. **SAFETY AND SECURITY:** The successful 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.

25. **COMPLIANCE WITH APPLICABLE LAWS:** All products and services furnished must comply with all Federal, State, and Local laws, rules, regulations, and ordinances.

26. **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 bidding 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.

27. **ADMINISTRATOR OF CONTRACT.** This Contract shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: San Dieguito Union High School District
Director of Purchasing
710 Encinitas Blvd.
Encinitas, CA 92024

For Contractor: _____

28. **NOTICE.** All notices or demands to be given under this Contract by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Contract, the addresses of the parties are as set forth above.

29. **SUCCESSORS.** All terms of this Contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

30. **GOVERNING LAW AND VENUE:** In the event of litigation, the Bid 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.

31. **TERMINATION CLAUSE:** District may at any time, with or without reason, terminate the Contract and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may terminate this Contract upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Contract by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; (c) or if Contractor is adjudged a bankrupt, and Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate, and unless within fifteen (15) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Contract shall upon the expiration of the fifteen (15) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

32. **FORCE MAJEURE:** In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

33. **PIGGYBACKING:** This bid is not available for piggyback.

END OF DOCUMENT
CONTRACT TERMS AND CONDITIONS

Attachment A: CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700 in relevant part provides:

“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.

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

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.

END OF DOCUMENT
CERTIFICATE REGARDING WORKER'S COMPENSATION

Attachment B: 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 or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR 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 the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

- A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my 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 agrees 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, 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.

Executed on this _____ day of _____, 20 _____

at _____.

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

Date

END OF DOCUMENT
CERTIFICATE REGARDING DRUG-FREE WORKPLACE

Attachment C: 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 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 this bid are true, and, further, that the bidder has not, directly or indirectly, submitted his 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.

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

END OF DOCUMENT
CERTIFICATE INDEPENDENT PRICE DETERMINATION

Attachment D: 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 San Dieguito Union High 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

END OF DOCUMENT
CERTIFICATE OF COMPLIANCE REGARDING CONTACT WITH PUPILS

Attachment E: Certificate of Compliance Regarding Alcohol and Tobacco-Free Workplace

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)

NO SMOKING POLICY

Effective for the duration of this contract, for purposes of the requirements set forth in Board Policy 3513.3 of the San Dieguito Union High School District, a copy of which is stated above and is 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.

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 Bid.

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 the District.

Bidding Vendor

Signature of Authorized Representative

Date

END OF DOCUMENT
CERTIFICATE OF COMPLIANCE REGARDING ALCOHOL AND TOBACCO-FREE WORKPLACE

Attachment F: Certificate of Compliance 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.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(signature)

(date)

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

Approved by OMB

0348-0046

Disclosure of Lobbying Activities
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, 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 followup 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.
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.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

END OF DOCUMENT
CERTIFICATE OF COMPLIANCE REGARDING LOBBYING

Attachment G: 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

Contract Number and Name

END OF DOCUMENT
CERTIFICATE OF COMPLIANCE REGARDING SUSPENSION AND DEBARMENT

Attachment H: 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)
_____ is an equal opportunity
(Bidding Vendor)
employer as defined in the Equal Opportunity Act.

Signature of Authorized Representative

Name and Title

Date

END OF DOCUMENT
CERTIFICATE OF EQUAL OPPORTUNITY EMPLOYEMENT

Attachment I: Buy American Provision Certification of Compliance

San Dieguito Union School District is to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the National School Lunch Act defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

I/we _____, certify that only
Vendor name
domestic commodity or food/beverage products will be supplied to San Dieguito Union High School District unless otherwise mutually agreed upon.

Signature

Date

(If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.)

Exceptions:

END OF DOCUMENT
BUY AMERICAN PROVISION CERTIFICATION OF COMPLIANCE

Attachment J: Certificate of Non-Collusion

State of California)
) ss.
County of _____)

I, _____ (Name), being first duly sworn, deposes and says that he or she is _____ (Title) of _____ (Company), the party making the foregoing bid, and 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 that the foregoing is true and correct.

Executed this _____ day of _____, 2026 at _____, California.

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

END OF DOCUMENT
CERTIFICATE OF NON-COLLUSION

Attachment K: School District References

Bidders must submit three school districts of similar size that are current customers. Bidders, therefore, release the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the District regarding the vendor and/or vendor's performance of work.

Bidders are strongly advised to alert references of future contact from the San Dieguito Union School District Purchasing Department regarding this solicitation.

Name of School District:

Address:

Contact Name:

Contact's Email Address:

Contact's Phone Number:

Current Contract Start/End Date:

Name of School District:

Address:

Contact Name:

Contact's Email Address:

Contact's Phone Number:

Current Contract Start/End Date:

Name of School District:

Address:

Contact Name:

Contact's Email Address:

Contact's Phone Number:

Current Contract Start/End Date:

***Notes:**

1. All three (3) reference districts must be in California.
2. At least one (1) of the three (3) districts must be in San Diego County.

END OF DOCUMENT
SCHOOL DISTRICT REFERENCES

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Instructional Calendar 2026-27 August 11, 2026 through May 28, 2027

July 2026						
Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026						
Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2026						
Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2026						
Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2026						
Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

First day of Semester
 End of Quarter/Semester

July (0 Student Days)	
August (15 Student Days)	
August 5-6	Staff Inservice Days
August 7	Teacher Prep Day
August 10	Teacher Non-Work Day
August 11	First day of School

September (21 Student Days)	
September 7	Labor Day
October (21 Student Days)	
October 9	1st Quarter Ends
October 12	Teacher Non-Work Day
November (15 Student Days)	
November 11	Veterans Day
November 23-27	Fall Break

December (14 Student Days)	
December 18	1st Semester/Term Ends
December 19-31	Winter Break

January (17 Student Days)	
January 1	Winter Break
January 4	Teacher Prep Day
January 5	Staff Inservice Day
January 6	First day for 2nd Semester
January 18	M.L. King Jr. Day

February (18 Student Days)	
February 15	Lincoln Day
February 16	Washington Day

March (20 Student Days)	
March 16	3rd Quarter Ends
March 29-31	Spring Break

April (19 Student Days)	
April 1-2	Spring Break
April 5	Teacher Non-Work Day

May (20 Student Days)	
May 28	2nd Semester/Term Ends
May 31	Memorial Day

June (0 Student Days)	
June 1	Teacher Prep Day

Number of Student Days per Quarter	
Q1: August 11 - October 9	43 days
Q2: October 13 - December 18	43 days
Q3: January 6 - March 16	47 days
Q4: March 17 - May 28	47 days

January 2027						
Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2027						
Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2027						
Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027						
Su	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027						
Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2027						
Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Teacher Non-Work Day/No School
 Holidays/Breaks/No School

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT – FRESH PRODUCE DELIVERY SCHOOL SITES = NINE (9) SCHOOL SITE LOCATIONS

CANYON CREST ACADEMY (14)

[Tatiana Svolopoulos- tatiana.svolopoulos@sduhsd.net](mailto:tatiana.svolopoulos@sduhsd.net)

5951 Village Center Loop Rd

San Diego, CA 92130

858-350-0253, ext 4009

CARMEL VALLEY MIDDLE SCHOOL (12)

[Marisela Serrano- marisela.serrano@sduhsd.net](mailto:marisela.serrano@sduhsd.net)

3800 Mykonos Lane

San Diego, CA 92130

858-481-8221, ext 3028

Fax: 858-481-8256

DIEGUENO MIDDLE SCHOOL (8)

[Sangeetha Subramanian- sangeetha.subramanian@sduhsd.net](mailto:sangeetha.subramanian@sduhsd.net)

2150 Village Park Way

Encinitas, CA 92024

760-944-1892, ext 6642

Fax: 760-944-3717

EARL WARREN MIDDLE SCHOOL (3)

[Gina Pierce – gina.pierce@sduhsd.net](mailto:gina.pierce@sduhsd.net)

155 Stevens Avenue

Solana Beach, CA 92075

858-755-1558, ext 4420

Fax: 858-755-0891

LA COSTA CANYON HIGH SCHOOL (10)

[Robin Carafa – robin.carafa@sduhsd.net](mailto:robin.carafa@sduhsd.net)

3451 Camino de los Coaches

One Maverick Way

Carlsbad, CA 92009

760-436-6136, ext 6148

Fax: 760-943-3539 Admin Bldg.

OAK CREST MIDDLE SCHOOL (4)

[Paul Kelly- paul.kelly@sduhsd.net](mailto:paul.kelly@sduhsd.net)

675 Balour Drive

Encinitas, CA 92024

760-753-6241, ext 3318 Kitchen ext 3434 Office

Fax: 760-942-0520

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT – FRESH PRODUCE DELIVERY SCHOOL SITES = NINE (9) SCHOOL SITE LOCATIONS

Cont.

PACIFIC TRAILS MIDDLE SCHOOL (7)

[Nina Vasileva- nina.vasileva@sduhsd.net](mailto:nina.vasileva@sduhsd.net)

5975 Village Center Loop Road

San Diego, CA 92130

858-509-1000, ext 4630

Fax: 858-350-0280

SAN DIEGUITO ACADEMY (13)

[Monica Espinoza – monica.espinoza@sduhsd.net](mailto:monica.espinoza@sduhsd.net)

800 Santa Fe Drive

Encinitas, CA 92024

760-753-1121, ext 5013 – 5014 Kitchen

Fax: 760-753-8142

TORREY PINES HIGH SCHOOL (5)

[Krystle Harris- krystle.harris@sduhsd.net](mailto:krystle.harris@sduhsd.net)

3710 Del Mar Heights Road

San Diego, CA 92130

858-755-0125, ext 2254

Fax: 858-481-0098

Nutrition Services ADMIN OFFICE

Located at: Oak Crest Middle School

675 Balour Drive, Encinitas, CA 92024

Nutrition Services Operations Supervisor 6:30am-3:00pm

[Kristy St. Louis-Stevens – kristyn.stlouisstevens@sduhsd.net](mailto:kristyn.stlouisstevens@sduhsd.net)

(760) 908-5724

(760) 753-6491 ext 3427

Administrative Assistant 7:00am-3:30pm

[Leslie Luna - leslie.luna@sduhsd.net](mailto:leslie.luna@sduhsd.net)

(760) 753-6491 ext 3426

updated 3/19/2026

San Dieguito Union High School District Agreement
BID No. B2027-01 FRESH PRODUCE DELIVERY

THIS AGREEMENT, made the ____ day of _____, 2026, in the County of San Diego, State of California, by and between the **San Dieguito Union High School District**, hereinafter called the District, and _____
Hereinafter called the Successful Bidder,

WITNESSETH that the District and the Successful Bidder for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Successful Bidder shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

BID NO. B2027-01
FRESH PRODUCE DELIVERY

in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION: Contract starts July 1, 2026 and ends June 30, 2027.

The District shall have the option to renew the contract on an annual basis up to two (2) additional years providing all bid conditions have been met to the satisfaction of the District.

ARTICLE 3- CONTRACT PRICE. The District shall pay to the Successful Bidder as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum as stated on the itemized bid form.

The annual expenditures through this bid will be approximately: \$ _____

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT AGREEMENT. The contract entered into by this Agreement consists of the following documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice of Invitation to Bid
Information for Bidders
Checklist and Signature Page
Contract Terms and Conditions
Vendor Response Form
Copy of latest Satisfactory County Food Service Health Permit

Certificate Regarding Worker's Compensation
 Certificate Regarding Drug-Free Workplace
 Certificate of Independent Price Determination
 Certificate of Compliance Regarding Contact with Pupils
 Certificate of Compliance Regarding Alcohol and Tobacco-free Workplace
 Certificate of Compliance Regarding Lobbying
 Certificate of Compliance Regarding Suspension and Debarment
 Equal Opportunity Employment
 Buy American Provision Certification of Compliance
 Certificate of Non-Collusion
 School District References

All of the above-named contract documents are intended to be complementary. This agreement shall supersede any prior agreement of the parties.

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

Company Name

San Dieguito Union High School District

Business License No. _____

Signature
 Name: _____
 Title: _____

Signature
 Stephen Dickinson
 Associate Superintendent of Business Services

Board approval on: _____

Original Contract: July 1, 2026 – June 30, 2027 _____

Extension One (1) July 1, 2027 – June 30, 2028 _____

Extension Two (2) July 1, 2028 – June 30, 2029 _____

BID B2027-01 Vendor Response Form
Use Excel File

B2027-01 SDUHSD Fresh Produce Worksheet					
Vendor Name: _____					
No.	Item	Unit	Est Usage/Yr/cs	Unit Price	Price Extension
1	Apple Slices, red	100/2oz	700		\$ -
2	Apple, red variety	163 ct	150		\$ -
3	Banana, petite, green tip	40 lb	150		\$ -
4	Broccoli, florets/Buds	5lb	100		\$ -
5	Broccoli Buds	50/1.11 oz	200		\$ -
6	Cabbage-Green, 3-way shred	5lb	50		\$ -
7	Cabbage Shredded Coleslaw mix	5lb	90		\$ -
8	Cantaloupe, Chunks	5 lbs	120		\$ -
9	Carrot, baby peeled IW	100/3oz	250		\$ -
10	Celery, each	3 ea	50		\$ -
11	Cucumber, each	6 ea	350		\$ -
12	Grapes, red, lunch bunch	18 lb	40		\$ -
13	Grapes, red seedless	5 lb	100		\$ -
14	Kiwi, Bulk	19 lb	70		\$ -
15	Lettuce, Salad 4Way Mix	5 lb	50		\$ -
16	Luttuce-Green Leaf	3 each	200		\$ -
17	Lettuce, Shredded 1/8"	5 lb	300		\$ -
18	Orange, Choice	138 CT	40		\$ -
19	Orange, Choice Navel	113	30		\$ -
20	Nectarine (VARIETY)	25 lbs	50		\$ -
21	Pear (VARIETY)	150 lbs	50		\$ -
22	Peaches	25lbs	50		\$ -
23	Pepper-Bell Red Choice	5 lbs	25		\$ -
24	Plum	130ct	80		\$ -
25	Romaine, Chopped	2 lb	75		\$ -
26	Romaine, Chopped 1x1	6/2 lb	250		\$ -
27	Salad, 4way chop 1"x2"	5 lb	50		\$ -
28	Salad, 2way, 50/50 chop 1"x2"	5 lb	50		\$ -
29	Spinach, Baby, cleaned	2.5 lb	50		\$ -
30	Strawberry	12/1pnt	60		\$ -
31	Tangerine	10/3lbs	100		\$ -
32	Tomatoes, Grape	3 BK	110		\$ -
33	Tomatoes, Loose	5 lb	225		\$ -
Section Total:					\$ -