



Vendor Cover Sheet

**MT. DIABLO UNIFIED SCHOOL DISTRICT
RFP # 1891: Milk & Dairy Products**

Bid Due: June 1, 2021 @ 10:00 am

Bid Term: July 6, 2021 – June 30, 2022

Bidder: Daylight Foods, Inc

30200 Whipple Road

(510) 931-4207

Schools@DaylightFoods.com

Submitted by: Chris Vlahopoulos

Signature: _____

Date: 5/27/2021



May 27, 2021

MT. DIABLO USD BID #1891 Milk & Dairy

To : Mt. Diablo Unified School District
Purchasing Department
Concord, Ca. 94520

This letter is in regards to Bid #1891 – Milk & Dairy Products. Daylight Foods is well equipped to achieve the performance that Mt. Diablo is expecting for delivery of Fresh Milk. We are well positioned to execute this contract with our experience of being selected by the USDA for similar endeavors as an approved vendor through the USDA Farmers to Family Program. To date, under the Farmers to Farmers program we have delivered 4.1 million boxes of food to 250 different recipient organizations, these food boxes all contained 1 gallon of fluid milk, so in total we were able to source, receive, maintain at required temperature, and the ship over 4 million gallons of milk since OCT 2020. In addition, we distributed fresh milk to Santa Clara USD, Pleasanton, and West Contra Costa USD during the 2021 school year.

Daylight Foods has in place all of the requirements the the Mt Diablo is seeking to find in an awardee's for this RFP, namely:

- Food Defense Plan
- Pathogen Testing Program
- Good Manufacturing Practices
- USDA Compliant Labeling on all Products
- Full Recall and Traceability Program previously audited by USDA Inspector
- Allergen Control Program
- FDA Approved to handle Dairy commodities required to distribute under this solicitation
- Covid Rediness Plan: All drivers will make deliveries with PPE
- Ability to Deliver Milk & Dairy goods ina timely manner as requested by the district 6:30am-11:00am
- All Items are packaged and processed as requested in bid.

- Can identify point of origins for all items
- 100 % of Milk will be coming from California

All documents are available for review at Mt Diablo USD request. Additionally, the USDA has conducted 3 onsite audits of our facility and each time found us to be in compliance with dairy handling.

Daylight Foods has a state-of-the-art facility located in Union City, CA. The distribution center encompasses over 90,000 sq. feet with four distinct temperature zones, refrigerated docks and an internal food processing facility. With 200 employees and over 52 refrigerated trucks the company distributes throughout Northern California from Eureka to San Luis Obispo and Redding to Bakersfield reaching a total of over 2,000 customers.

Given our flexible operating structure and ability to handle complex logistical solutions we are well placed to execute Bid #1891-Fresh Milk

We appreciate the opportunity to bid on this RFP and your consideration of our offer.

With Regards –



Chris Vlahopoulos, C.E.O.

Proposal Form
MDUSD Milk/Dairy Products Delivery Services for the Food & Nutrition Services
RFP #1891
Page 1 of 4

Return original of RFP to: Mt. Diablo Unified school District Purchasing Department
2326 Bisso Lane, Concord, California 94520

- Unit prices shall be F.O.B. Destination or for the service rendered.
- Vendor shall honor bid prices for ninety (90) days or for the stated contract period, whichever is longer.
- **Proposals due on Thursday, May 24, 2021 at 10:00 a.m.**

Documents to be submitted with RFP Proposal Form:

- Proposal Form
- Evaluation Criteria
- Renewal Option
- Non-Collusion Affidavit
- Bidder's Statement Regarding Insurance Coverage
- Worker's Compensation Insurance Certificate
- Tobacco-Free Environment Certification
- Drug Free Work Place
- Criminal Background Investigation/fingerprinting Certification

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

Company: Daylight Foods, Inc

Address 30200 Whipple Road


City, State, Zip Union City, Ca. 94587

Company Phone No. 510-931-4207

Company Fax No. 510-629-6835

Email: schools@daylightfoods.com

Name (print): Chris Vlahopoulos

Signature: 

Title of person signing RFP: C.E.O

Date: May 27, 2021

Terms of Payment: Net 30

% Percent Discount (Net Days): N/A

PRICING: Due to market fluctuations and budget uncertainties, vendor must give fixed year-round pricing for items noted “year round (YR)” availability. Items marked with monthly availability should be bid for prices during those months.

**RENEWAL OPTION
(To be submitted with proposal)**

If mutually agreeable, the Mt. Diablo Unified School District reserves the right to consider the extension of this contract for three – one year periods for a total contract of 4 years as permitted by law. In the award of this bid renewal, the District will consider the amount of the price increase stated by the bidder as a factor and will compute accordingly. A price increase, if exercised, shall be fully justified by the vendor and proved by a test of the marked and/or submission of documents.

Bidder to indicate in space provided if it would accept an option to renew for the following periods and at what percentage.


Dates:	Yes	No	Percentage 07/01/22
to 06/30/23	<u>X</u>	<u> </u>	Please see attached Escalating Clause
07/01/23 to 06/30/24	<u>X</u>	<u> </u>	Please see attached Escalating Clause
07/01/24 to 06/30/25	<u>X</u>	<u> </u>	Please see attached Escalating Clause

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

Corporate Seal (If a corporation)

Daylight Foods, Inc

Proper Name of Individual, Company or Corporation



Authorized Signature

Chris Vlahopoulos

Type or Print Signer's Name

C.E.O.

Title

30200 Whipple Road, Union City, CA. 94587

Address, City, State and Zip Code

510-931-4207

510-629-6835

Telephone Number

Fax Number

schools@daylightfoods.com

Email Address

May 27, 2021

Date



May 27, 2021

Escalating Clause for MT. Diablo Unified School District RFP# 1891

RE: 2021/2022 school year prices

ESCALATING CLAUSE: Daylight Foods must insert an escalating clause because of unknown factors at this time. Also, it is a requirement of the California Federal Milk Order No. 51. This escalating clause includes our raw product costs, which Producers Dairy has no control over from the dairy farmer or our carton supplier.

Yes, I am in agreement.

Chris Vlahopouliotis, CEO

Printed Name & Title

A handwritten signature in blue ink, consisting of a large 'C' followed by a stylized 'V' and 'L' that ends in a checkmark-like flourish. The signature is written over a horizontal line.

Signature

May 27, 2021

Date

BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE

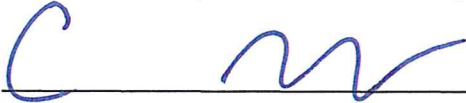
RFP #1891 Milk/Dairy Products for the Food & Nutrition Services Dept.

(To Be Submitted With RFP)

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposal, RFP No. 1891 Milk/Dairy Goods for the Food Service Department for Mt. Diablo Unified School District. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Mt. Diablo Unified School District as Additional Insured for the work specified.

Daylight Foods, Inc

Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

Chris Vlahopouliotis, C.E.O

Name & Title of Authorized Representative

May 27, 2021

Date of Signature

**CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING
CERTIFICATION
To Be Submitted With RFQ**

BID# 1891 - Milk/Dairy Products for the Food & Nutrition Services Department: _____
between the Mt. Diablo USD School District ("District") and Daylight Foods, Inc
_____ ("Contractor") ("Contract" or "Project").

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

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

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

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

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

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

Date: May 27, 2021 _____

Proper Name of Contractor: Daylight Foods, Inc

Signature:  _____

Print Name: Chris Vlahopoulos

Title: C.E.O

END OF DOCUMENT

WORKER'S COMPENSATION INSURANCE CERTIFICATE

RFP #1891: Milk/Dairy Products for the Food & Nutrition Services Department

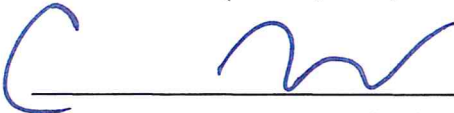
(To be submitted with RFP)

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

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

Daylight Foods, Inc

Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

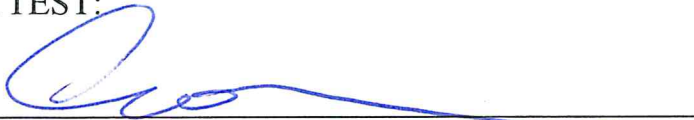
Chris Vlahopoulos, C.E.O.

Name & Title of Authorized Representative

May 27, 2021

Date of Signing

ATTEST:

By  Signature

Chris Kouretas - Director of School Services

Printed Name & Title

TOBACCO-FREE ENVIRONMENT CERTIFICATION
(To be submitted with RFP)

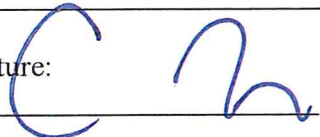
PROJECT/CONTRACT NO.: BID #1891 between Mount Diablo Unified School District (the "District" or the "Owner") and Daylight Foods (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property. I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: May 27, 2021

Proper Name of Contractor: Daylight Foods, Inc

Signature: 

Print Name: Chris Vlahopoulos

Title: C.E.O.

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: **BID# 1891 - Milk/Dairy Products for the Food & Nutrition Services Department**

between Mt. Diablo Unified School District (the "District" or the "Owner") and Daylight Foods, Inc
_____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

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

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.

3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

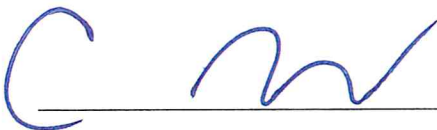
I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that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

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

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

Date: May 27, 2021

Proper Name of Contractor: Daylight Foods, Inc

Signature:  _____

Print Name: Chris Vlahopoulos

Title: C.E.O.

END OF DOCUMENT

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

To be Submitted with RFP

BID# 1891 – Milk and Dairy Products

Equal Opportunity Clause

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

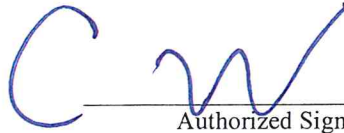
1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the contractor may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Certification on Non-Segregated Facilities

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

Daylight Foods, Inc

Name of Firm

A handwritten signature in blue ink, consisting of a large capital 'C' followed by a stylized lowercase 'w'.

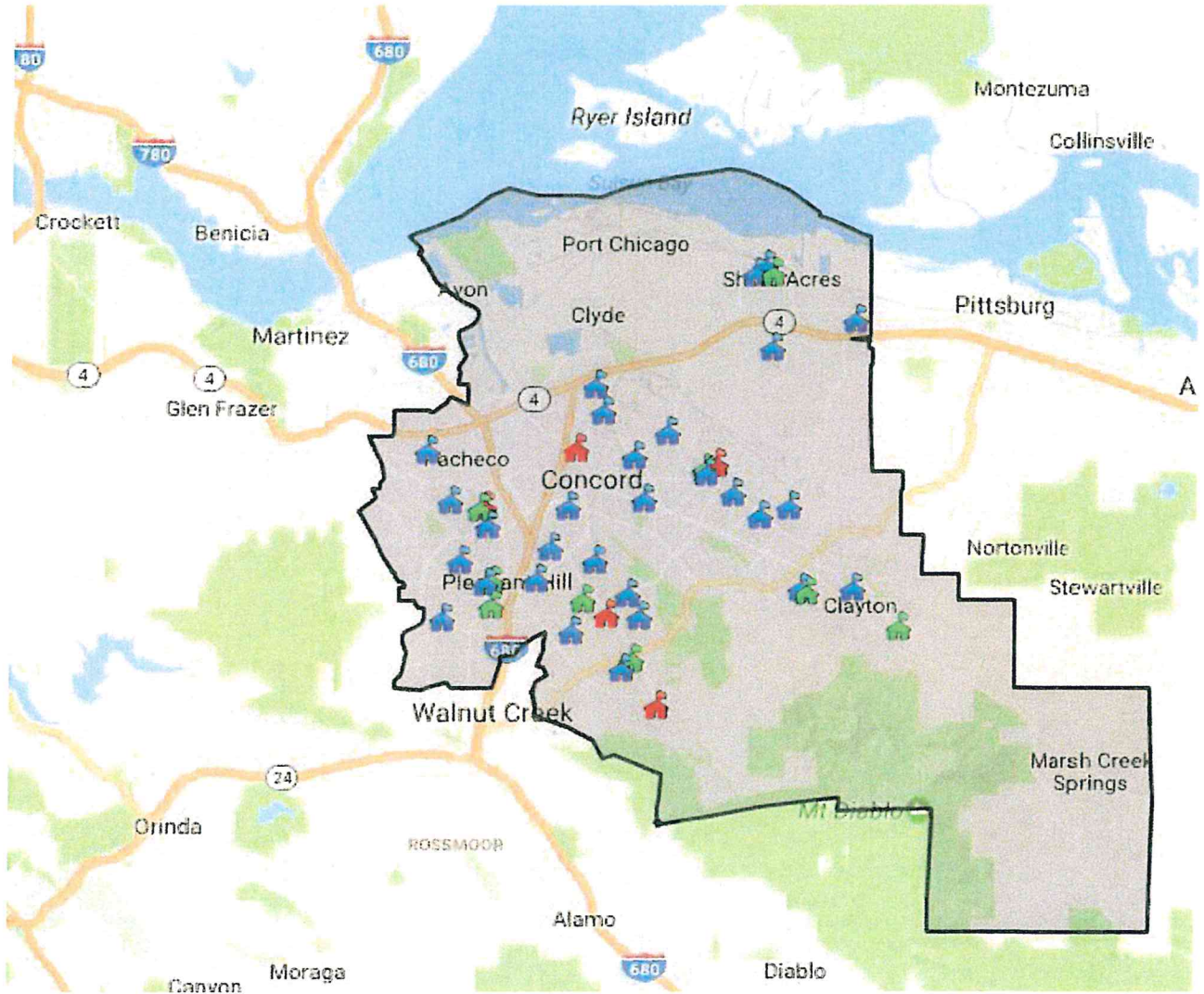
Authorized Signature

May 27, 2021

Date

END OF DOCUMENT

District Boundary Map



Non-Collusion Affidavit

RFP #1891 Milk/Dairy Products for the Food & Nutrition Services Dept.

(To Be Completed, Notarized, and Submitted With RFP)

State of CA

Contra Costa County

Bidder's Name Chris Vlahopouliotis, being first duly sworn, deposes and says that he or she is Owner of Contractor Name Daylight Foods, Inc 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."

May 27, 2021

(Date)

Daylight Foods, Inc

Bidder Name
(Person, Firm, Corp.)

30200 Whipple Road

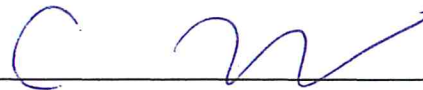
Address

Union City, Ca. 94587

City, State, Zip

Union City

Signed at (Place)



Authorized Representative

Chris Vlahopouliotis

Representative's Name

C.E.O.

Representative's Title

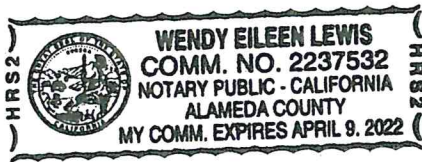
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Alameda }
On MAY 27 2021 before me, Wendy Eileen Lewis, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Chris Vlahopoulos
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Wendy Eileen Lewis
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non Collusion Affidavit

Document Date: May 27 2021 Number of Pages: 1

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Chris Vlahopoulos

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer is Representing:

Signer's Name:

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer is Representing:



**Food & Nutrition Services Department
Milk and Dairy Price Sheet
2326 Bisso Lane
Concord, CA 94520**

RFP No. 1891

Item No.	Item Description	Quantity	Unit	Pack	Unit Description
1	Milk, Grade A, White, 1% Low Fat	1,700,000	1/2 Pint	50	Case
2	Milk, Grade A, White, Nonfat	278,800	1/2 Pint	50	Case
3	Milk, Grade A, White, Whole	1000	1/2 Gallon	Each	Case
4	Butter, SW Solid	300	#1	Each	Each

<i>Bidder use These Columns Only</i>		
Brand/Name	Unit Price	Total
Producers	.2958	\$502,860
Producers	.2858	\$79,681
Producers	2.24	\$2,240
Producers/ Darigold	2.40	\$720
Grand Total \$		\$585,501

* Notice: *Wet Signature* required - Unsigned RFPs will be *non-responsive*.

** Undersigned hereby proposes and agrees to furnish and deliver the goods &/or services in accordance with terms, conditions, specifications, and prices herein quoted.

Signature of Bidder: _____

Title: C.E.O

Company or Firm Name: Daylight Foods, Inc

Address: (Street, City, State, and Zip Code): 30200 Whipple Road, Union City, Ca. 94587

Phone Number: 510-931-4207