

**Service Level Agreement
RFP # 1939
2024 GROCERY, FROZEN AND, BAKERY FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT**

PURPOSE

The Mt. Diablo Unified School District is seeking competitive proposals to provide district-wide groceries, frozen foods, and fresh bakery items for use in the school meal program.

OBJECTIVE

The Mt. Diablo Unified School District desires to enter into a twelve-month contract for the provision of District-wide groceries, frozen foods, and fresh bakery items. The vendor shall provide all labor, materials, and necessary appurtenances to perform delivery at the MT. DIABLO UNIFIED SCHOOL DISTRICT Central Warehouse located at 2330 Bisso Lane, Concord, CA and the Central Kitchen located at 1266 San Carlos Ave, Concord, CA for the period of **July 1, 2024 to June 30, 2025, with possible 2 one-year extensions, for a possible total contract term of 3 years (7/1/25-6/30/26, and 7/1/26-6/30/27)**. The District is seeking delivery of fresh Bakery items to the Central Warehouse, the Central Kitchen and five District High Schools, listed below. Groceries and frozen items will only be delivered to the Central Warehouse and Central Kitchen.

High Schools:

Concord High School	4200 Concord Blvd., Concord, CA
Mt. Diablo High School	2450 Grant St, Concord, CA
Northgate High School	425 Castle Rock Rd, Walnut Creek, CA
College Park High School	201 Viking Dr, Pleasant Hill, CA
Ygnacio Valley High School	755 Oak Grove Rd, Concord, CA

BACKGROUND

The Mt. Diablo Unified School District is a K-12 public school district located in and around Concord, California, serving the educational needs of over 29,000 PreK-12 students. The District covers over 150 square miles, including the cities of Concord, Pleasant Hill, Clayton; portions of Walnut Creek, Martinez, and unincorporated areas including Lafayette, Pacheco, Pittsburg, and Bay Point. Mt. Diablo Unified School District is one of the largest school districts in the State of California, with over 50 school sites and programs.

The District has:

High Schools – 5

Continuation High School - 1

Middle Schools – 9
Elementary Schools – 28
Alternative & Special Education Schools – 11
Adult Education Centers - 2
Central Kitchen – 1
Central Food Warehouse - 1

SCOPE OF WORK

The vendor will work with the District to deliver a wide range of groceries, frozen foods, and fresh bakery items needed for the school meal program. The vendor will deliver to the Central Warehouse and Central Kitchen on an as needed basis. Fresh Bakery deliveries will be made on a biweekly basis to the Central Kitchen, Central Warehouse, and five District High Schools. Products must be delivered in a clean and sanitary truck. A lift gate and pallets will be required.

AGREEMENT

Below are the details of the service expectations from the successful Bidder upon receiving the award for this RFP. Successful Bidder must understand and agree to the following levels of service if they are to enter into an agreement with Mt. Diablo Unified School District. It is very important that the Bidder understands that the District's Grocery, Frozen and Bakery RFP not only includes the purchase of food products, but includes service/delivery expectations that must be agreed to prior to entering into this agreement.

This is a one (1) year RFP from July 1, 2024 through June 30, 2025, with the possibility of two (2) one-year extensions, July 1, 2025-June 30, 2026 and July 1 2026-June 30, 2027.

1. All products specified will be purchased from the successful Bidder select. The District reserves the right to add or remove as necessary due to school demand.
2. This proposal is for up to two times a week delivery.
3. District will place orders for specific amounts of products on a weekly basis. District and Bidder will work together to determine the order schedule. Online ordering system is preferred. Bidder will provide District with a point of contact available Monday-Friday during business hours.
4. Bidder, by submitting a RFP, shall specify product size, case count, and tie height pallet specifications. Containers must be sealed, labeled with product name, shelf life/best if used by date and storage requirements. Bidder shall include Product Formulation Sheets, Nutritional Analysis and Ingredients list which must be acceptable to the Food & Nutrition Services Department.
5. **All products shall meet Food & Nutrition standards *EAT REAL Undesirable Ingredients List* [Exhibit B] set by the District Food Department.**

6. Advanced approval by Food and Nutrition Services Department Warehouse and Operations Manager or Designee must be obtained prior to substitutions being made. Items substituted must be priced as the same as the item the District would normally receive.
7. Annually, the successful Bidder shall submit a complete listing with usages of all products purchased by the District.
8. All invoices and statements shall be sent to: Mount Diablo Unified School District, Attention: Food and Nutrition Services, 2330 Bisso Lane, Concord, CA 94520.
9. The District reserves the right to add or delete product; increase or decrease amounts; add or delete site locations.
10. Failure to meet these specifications shall entitle the District to cancel the contract with 30 day notice.

Deliveries

1. Any products delivered which are damaged, crushed or questionable will be refused or shall be replaced immediately upon notification.
2. Bidder shall arrange a predetermined time for deliveries to the Central Warehouse by contacting the warehouse **Supervisor at 925-682-8000, ext. 3772.**
3. Bidder and District will work together to set up a delivery schedule for the Central Kitchen and High Schools.
4. All pallets are to be picked up at the time of the next delivery.
5. All delivery tickets must be signed for by the authorized Warehouse Manager or Kitchen Lead Worker on site. Missed deliveries and/or shortages of delivery are unacceptable.
6. Deliveries must be made in a clean and sanitary truck. A lift gate and pallets may be needed for large loads.
7. Deliveries will be accepted during operational hours only. Attached and incorporated hereto as ***Exhibit A - Delivery Points.***
8. A duplicate of the signed invoice ticket shall be left at the delivery location at the time of the delivery. An itemized monthly statement must be sent to the District's Food and Nutrition Services Department. Quantities, item descriptions, unit prices and extended amounts must

be shown on each invoice; this shall apply to all credits (credits must reference original invoice number and date received). The person receiving shall sign invoices and credits.

9. **Substitutions: Any substitutions need to be preapproved before delivery.** Contact Food Services Warehouse and Operations Manager for substitution of items is: 925-825-7440 ext. 3772. Product specifications are based on pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available. If proposing an alternate or “generic” item, please quote it in addition to the (brand requested) if possible. In any case, the District will be the sole judge as to whether the proposed products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District.
14. The successful vendor shall take all necessary precautions as to not damage District premises or property when delivering food items. In case of damage, vendor shall make proper restitutions.
15. Delivery Time/Prices. Prices must be quoted on the basis of F.O.B. to place of delivery (“F.O.B. Destination”) as designated on the District purchase order. All prices are to be considered guaranteed prices and are not to be changed. Actual delivery of goods shall be coordinated with the District Office but shall not exceed the specified delivery time as provided by the Bidders on the RFP form. The District may reject all RFPs (regardless of price) that fail to meet delivery requirements.
 - a. No deliveries shall be made prior to the issuance of a purchase order. Purchase orders will be issued at a reasonable time in advance of the expected date of delivery of product/service. The District reserves the right to reject any delivery made before the issuance of a purchase order at the sole cost of the vendor.
16. Payment. Every attempt will be made to pay invoices within thirty (30) days of receipt of materials (NET 30). **Invoices** are to be rendered **on or after delivery** of merchandise. The District reserves the right to withhold payment until all items on purchase order have been received in good condition.
 - a. All materials delivered or correspondence related to a purchase order shall clearly show the item number specified on the individual District’s purchase order, the purchase order number, and be marked as to contents including quantity. Failure to comply will result in the District’s refusal of acceptance of the materials.

TERMS AND CONDITIONS:

- A. AGREEMENT. Submission of a signed RFP will be interpreted to mean Bidder hereby agree to all the terms and conditions set forth in all the pages of this Request for Proposals. Bidder’s signed RFP and the Mt. Diablo Unified School District’s written acceptance or purchase order shall constitute a contract.
- B. ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Successful Bidder may not assign, transfer or sell any rights or obligations resulting from this RFP without first obtaining the specific written consent of the Mt. Diablo Unified School District.

- C. AUTHORITY OF THE (MT. DIABLO UNIFIED SCHOOL DISTRICT). Subject to the power and authority of the Mt. Diablo Unified School District as provided by law in this contract, the Mt. Diablo Unified School District shall in all cases determine the quantity, quality, and acceptability of the materials and supplies for which payment is to be made under this contract. The Mt. Diablo Unified School District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.
- D. BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed RFP will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.
- E. BRAND NAMES. Manufacturers' names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing items. The Bidder shall state the brand name and number
- F. BRAND SUBSTITUTIONS. Substitutes may be allowed where the replacement product is of equal or better quality and is reviewed and approved in writing by the district. If samples are requested by the Director of Food and Nutrition Services for this determination, they shall be submitted.
- G. CANCELLATION OF RFP. The Mt. Diablo Unified School District may cancel this RFP at any time.
- H. COMPLIANCE WITH OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the Mt. Diablo Unified School District harmless for any failure to so conform.
- I. COMPLIANCE OR DEVIATION TO SPECIFICATIONS. It is understood that the materials, equipment or services offered by the Bidder will meet all requirements of the specifications in this RFP.
- J. CONTRACTOR. The term "Contractor" refers to the party entering into a contract with the Mt. Diablo Unified School District as a result of this RFP.
- K. VENDOR'S EMPLOYEES/VEHICLES – All personnel working under this contract shall be identified by a distinct nameplate, emblem, patch or badge displayed on the outer garment in a visible location and approved by MT. DIABLO UNIFIED SCHOOL DISTRICT. All vehicles shall have the name of the contractor prominently displayed and must be currently licensed throughout the term of this contract. All personnel shall be qualified and properly trained to perform the work required under this contract as well as completing the Criminal Background Check. Vendor shall at all times furnish and maintain sufficient number of vehicles to perform the work of this contract. Trucks must be kept in good repair.
- L. DAMAGE. The Contractor shall be held responsible for any breakage or loss.
- M. INSURANCE REQUIREMENTS. Successful Bidder shall maintain insurance as specified in

(Table 1). The successful Bidder must furnish the Mt. Diablo Unified School District with the Certificates of Insurance proving coverage as specified in (Exhibit 1) and naming the Mt. Diablo Unified School District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

- N. RFP PRICE. The Mt. Diablo Unified School District will not be responsible for determining the logistics or capacities needed to comply with the delivery of goods.
- O. RIGHTS RESERVED.
- a. **Rejection**. The Mt. Diablo Unified School District reserves the right to reject any or all RFPs or any part thereof, or to accept any RFP or any part thereof, or to waive any informality in any RFP, whenever it is deemed to be in the best interest of the Mt. Diablo Unified School District. The Mt. Diablo Unified School District also reserves the right to reject the RFP of any Bidder who has previously failed to perform adequately for the Mt. Diablo Unified School District or any other governmental agency.
 - b. **Cover**. Should the successful Bidder fail to comply with the conditions of this RFP or fail to complete the required work or furnish the required materials within the time stipulated, the Mt. Diablo Unified School District reserves the right to purchase the materials in open market, or to complete the required work, at the expense of the successful Bidder.
 - c. **Severability**. If any provision or any portion of any provision, of any contract resulting from this RFP shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.
- P. TERMS OF THE CONTRACT. The terms of the contract shall be limited to the terms herein unless expressly agreed otherwise in writing by the Mt. Diablo Unified School District.
- Q. FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the Mt. Diablo Unified School District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, pandemics, strikes and unusually severe weather.
- R. FORMATION OF CONTRACT. Bidder's signed RFP and Mt. Diablo Unified School District's written acceptance shall constitute a binding contract.
- S. ASSIGNMENT. The successful proposer shall not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, firm, or corporation without the previous consent in writing by the District.
- T. CONTRACT TERM. It is the intent to award the contract(s) for an initial one-year period with the option to renew it for two, one-year periods for a possible total contract term of three years. The decision to renew the contract(s) will be at the sole discretion of the District and agreed upon by both parties.
- U. Proposers must agree to fix contract fees for the first year. If the organization intends to

revise its fee schedule after the initial one-year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90-day notice. These fees are subject to negotiation and approval by the District.

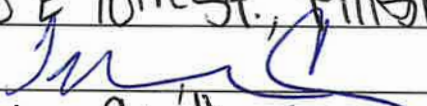
- V. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall, at its own expense, hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all claims, demands, liability, loss, damage, expense, costs (including without limitation reasonable attorneys' fees and costs of litigation) of every nature arising out of or in connection with all acts or omissions to act of Contractor or its officers, agents, or employees related to the performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
- W. INSURANCE. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless separately disclosed by Contractor in writing to the General Counsel of the District, and approved and confirmed in separate writing as acceptable by the District. See Exhibit 1 for limits and term details.
- X. INDEPENDENT CONTRACTOR This Contract is by and between District and vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between District and vendor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever.
- Y. The employees and agents of each party, shall, while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security and requirements.
- Z. LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the county of Contra Costa, in State of California. The parties further stipulate that the county of Contra Costa, CA, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

PRICING

****See Pricing List Spreadsheet on MDUSD website for RFP# 1939:**

<https://mdusd.org/finalsite.com/departments/business-services/purchasing-warehouse/bid-information/non-construction-bids>

Complete Pricing List and submit with this Proposal on a USB drive, or email spreadsheet to McClanahanE@mdusd.org after the April 22, 2024 10:00am deadline.

Date: 4/11/24
Company Name: The Bonami Baking Company
Address: 380 E 10th St., Pittsburg, CA 94565
Signature(in BLUE ink): 
Print Name: Tania Cuellar
Title: Secretary, C.F.O.

MT. DIABLO UNIFIED SCHOOL DISTRICT:

District Address: 1939 Carlotta Drive, Concord, California 91519
Date: _____
Authorized Signature(in BLUE ink): _____
Print Name: Adrian Vargas
Title: Chief Business Officer

FOOD AND NUTRITION SERVICES & WAREHOUSE DEPARTMENT:

Contact Person, Title: Alexandra Emmott, Director
Warehouse and Office Address: 2330 Bisso Lane, Concord, California 94520
Email: EmmottA@mdusd.org
Phone: (925) 682-80000 Ext. 3775

Exhibit A

**MT. DIABLO UNIFIED SCHOOL DISTRICT
DELIVERY POINTS**

CENTRAL FOOD WAREHOUSE

Central Food Warehouse 2330 Bisso Lane, Concord, CA 94520
925-682-8000 ext. 3770

Delivery days will be Monday through Friday, 4:30 a.m. to 11:30 a.m.

CENTRAL KITCHEN

Central Kitchen 1266 San Carlos Ave, Concord, CA 94518
925-682-8000 ext. 7312

Delivery days will be Monday through Friday, 5:30 a.m. to 12:30 p.m.

HIGH SCHOOLS (Fresh Bakery Items Only)

Concord High School	4200 Concord Blvd., Concord, CA	925-682-8000 ex. 3336
Mt. Diablo High School	2450 Grant St, Concord, CA	925-682-8000 ex. 3442
Northgate High School	425 Castle Rock Rd, Walnut Creek, CA	925-682-8000 ex. 3540
College Park High School	201 Viking Dr, Pleasant Hill, CA	925-682-8000 ex. 3236
Ygnacio Valley High School	755 Oak Grove Rd, Concord, CA	925-682-8000 ex. 3643

Delivery days will be Monday through Friday, 6:30 a.m. to 1:30 p.m.

Exhibit B

Undesirable Ingredients

- acesulfame-K (acesulfame potassium)
- acetylated esters of mono and diglycerides aluminum calcium silicate
- ammonium chloride artificial colors
- artificial flavors
- aspartame
- azodicarbonamide
- benzoates
- benzoyl peroxide
- BHA (butylated hydroxyanisole)
- BHT (butylated hydroxytoluene)
- bleached flour
- bromated flour
- brominated vegetable oil (BVO)
- calcium bromate
- calcium disodium EDTA
- calcium peroxide
- calcium phosphate
- calcium propionate
- calcium saccharin
- calcium sorbate
- calcium stearoyl-2-lactylate
- caprocaprylobehenin
- carmine
- certified colors
- cyclamates
- cysteine (l-cysteine)
- DATEM (Diacetyl tartaric and fatty acid esters of mono and diglycerides)
- dimethylpolysiloxane
- dioctyl sodium sulfosuccinate (DSS)
- disodium calcium EDTA
- disodium dihydrogen EDTA
- disodium guanylate
- disodium inosinate
- EDTA
- ethyl vanillin
- ethylene oxide
- ethoxyquin
- FD & C colors
- foie gras
- GMP (disodium guanylate)
- hexa-, hepta- and octa-esters of sucrose
- high fructose corn syrup
- hydrogenated fats
- hydrolyzed proteins (vegetable, wheat, soy, whey, etc.)
- IMP (disodium inosinate)
- lactylated esters of mono- & diglycerides
- methyl silicon
- methylparaben
- microparticulated whey protein derived fat substitute
- monosodium glutamate (MSG)
- natamycin
- neotame
- nitrates/nitrites
- partially hydrogenated oil
- polydextrose
- potassium benzoate
- potassium bromate
- potassium phosphate
- potassium sorbate
- propionates
- propyl gallate
- propylparaben
- saccharin
- sodium aluminum phosphate
- sodium aluminum sulfate
- sodium benzoate
- sodium diacetate
- sodium glutamate
- sodium nitrate/nitrite
- sodium phosphate
- sodium propionate
- sodium stearoyl-2-lactylate
- sorbic acid
- sorbitol
- sucralose
- sucroglycerides
- sucrose polyester
- sulfites (except in wines, meads, and ciders)
- TBHQ (tertiary butylhydroquinone)
- tetrasodium EDTA
- theobromine
- vanillin

Description	July-Dec Usage		Total Projected Annual	Total Projected Annual	Bidder Complete Please	TOTAL BID PRICE		\$50,424.58
						Bid Price	Case Size if Different Than Listed in Column A	
Muffin Apple Cinnamon WG IW	56	CS	116	127	CS	\$ 1.50	each	\$191.17
Muffin Blueberry WG IW	85	CS	176	193	CS	\$ 1.50	each	\$290.17
Bun Burger Honey WG 4"	1385	CS	2866	3152	CS			\$0.00
Bun Hot Dog WG 6"	392	CS	811	892	CS	\$ 0.35	Per Dozen	\$312.25
BREAD ROLL DINNER WHL WHEAT	6	CS	120	132	CS	\$ 0.25	200cs	\$33.00
BUN HOT DOG BRATT-GLUTEN FREE	5	CS	10	11	CS			\$0.00
Jalepeno Cheddar WG Bagel 2 oz eq, Parbaked	175	CS	332	365	CS	\$ 0.58		\$211.55
Everything WG Bagel 2 oz eq, Parbaked	230	CS	436	479	CS	\$ 0.55		\$263.65
Blueberry WG Bagel 2 oz eq, Parbaked	471	CS	892	982	CS	\$ 0.52		\$510.46
WG Bagel 2 oz eq, Parbaked	1158	CS	2194	2414	CS	\$ 0.47		\$1,134.35
WG Pizza Sheets 26X18 inches, , Parbaked	1267	CS	2401	2641	CS	\$ 11.28		\$29,787.04
WG French Baguette, 14 oz, Parbaked	732	CS	1387	1526	CS	\$ 2.14		\$3,264.87
WG Croissant 3 oz, Raw	672	CS	1273	1401	CS	\$ 0.72		\$1,008.42
WG Cinnamon Roll 2 oz eq, Raw	208	CS	394	434	CS	\$ 0.72		\$312.13
WG Hamburger Bun, 2 oz	7278	CS	13790	15169	CS	\$ 0.42		\$6,370.93
WG Sourdough, Sliced, 20 oz	1084	CS	2054	2259	CS	\$ 3.15		\$7,116.75
Triangle Croissant Pastry Wrap, 3 oz, Raw	78	CS	148	163	CS	\$ 0.61		\$99.17



School Products 2024-2025

PRODUCT	COUNT	PRICE
23049 Par Bake Jalapeno	72 cs	\$42.21
23051 Par Bake Everything	72 cs	\$39.90
23048 Par Bake Cinnamon Raisin	72 cs	\$37.80
23052 Par Bake Chocolate	72 cs	\$37.80
23046 Par Bake Blueberry	72 cs	\$37.80
23045 Par Bake Whole Wheat	72 cs	\$34.02
01631 Par Bake Whole Wheat Mini Bagels	160 cs	\$47.25
23018 Frozen Whole Wheat Bagels 3oz	200 cs	\$63.21
23016 3oz Whole Wheat Bag	100 cs	\$31.60
3004 Pizza Sheets	7 Sheets Per Case	\$78.96
4055 White Whole Wheat Dinner rolls	200 cs	\$50.40
4078 1.5oz Par Bake Dinner Roll	300 cs	\$47.80
4107 Sour White Whole Wheat Parisian	20 cs	\$42.73
25777 Frozen White Wheat Croissants 3oz	144 cs	\$104.32
25778 3oz Frozen Triangle Croissants	144 cs	\$88.08
25035 Small Frozen Chocolate Croissants	144 cs	\$104.32
25076 2oz Frozen White Wheat Croissant	144 cs	\$88.08
4914 Whole Wheat Ciabatta 3oz	120 cs	\$55.44
6483 Whole Wheat Hamburger Buns 2oz	12pk	\$5.04
6031 6" Whole Wheat Hot Dog Buns 2oz	12pk	\$4.24
6591 20oz Sourdough	Individually	\$3.15
6450 20oz Sour Wheat	Individually	\$3.15
6477 20oz Wheat	Individually	\$3.15
6479 20oz White Wheat	Individually	\$3.15
6590 20oz White	Individually	\$3.15
6462 Wheat French Texas Toast Bread	Individually	\$4.73
6445 20oz Sour Jalapeno	Individually	\$3.15
24001 Frozen Medium Cinnamon Rolls	96cs	\$69.15
11220 3oz Baked Medium Cinnamon Rolls	Individually	\$1.15

3oz Blueberry/ Apple Muffin	Individually	\$1.15
11013 Pink Concha 2oz	Individually	\$1.20
3011 Bagel Dog	Individually	\$1.41
3009 Bagel Dogs	80 cs	\$113.60
5001 Bread Sticks	120 cs	\$44.10
6011 White Hoagie Roll	6pk	\$3.64