

DEL MAR UNION SCHOOL DISTRICT

REQUEST FOR PROPOSALS

For

VENDED MEALS

Proposals due: June 17, 2011
10:00 A.M

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All parts of this request for proposals will be included as component parts of the contract that will work complementary of each. Work required by one of the documents and not by the others shall be done as if required by all.

NOTICE TO VENDORS CALLING FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the Del Mar Union School District ("AGENCY") will receive sealed proposals for the following service: Food Service Vendors to provide complete lunch time meals at all eight school sites in the Del Mar Union School District. Proposals are due: **UP TO, BUT NOT LATER THAN 10:00 A.M., JUNE 17, 2011.** Proposals received by the Proposal Deadline shall be opened and publicly read aloud at the prescribed date and time. Proposals shall be received in the Business Office of the Del Mar Union School District, 225 Ninth Street, Del Mar, CA 92014.

Each proposal must conform and shall be responsive to the contract documents and all specifications and other contract documents prepared by the Agency, copies of which will be available on June 3, 2011. Interested parties may obtain proposal guidelines at the District Office or by contacting Paulette Anderson at the Del Mar Union School District at (858) 523-6191.

The District reserves the right to reject any or all proposals and/or waive any irregularities or informalities in any proposal or in the proposal process.

Proposals will be evaluated based on the criteria as published in the contract documents, in accordance with Education Code 39802.

North County Times

Publication Dates: 5/23/2011 and 5/30/2011

INVITATION FOR PROPOSALS: VENDED MEALS

DEL MAR UNION SCHOOL DISTRICT

This Invitation for Proposals establishes the conditions to be met by VENDORS interested in providing vended meals to the DEL MAR UNION SCHOOL DISTRICT hereinafter referred to as the AGENCY. Subject to the conditions prescribed, sealed proposals are invited for the purpose of providing lunches and snacks, hereinafter referred to as MEALS that meet the National School Lunch Program (NSLP) and Meal Supplements in the National School Lunch Program meal pattern requirements. MEALS are required for the following schools:

School	Address	Enrollment
Ashley Falls School	13030 Ashley Falls Drive San Diego, CA 92130	450
Carmel Del Mar School	12345 Carmel Park Drive San Diego, CA 92130	481
Del Mar Heights School	13555 Boquita Drive Del Mar, CA 92014	443
Del Mar Hills Academy of Arts & Sciences	14085 Mango Drive Del Mar, CA 92014	310
Ocean Air School	11444 Canter Heights Drive San Diego, CA 92130	746
Sage Canyon School	5290 Harvest Run Drive San Diego, CA 92130	764
Sycamore Ridge School	5333 Old Carmel Valley Rd. San Diego, CA 92130	469
Torrey Hills School	10830 Calle Mar De Mariposa San Diego, CA 92130	727
TOTAL		4,390

Vendors may request copies of the RFP by contacting Paulette Anderson, Business Services Coordinator, by any of the following methods:

- Phone: (858) 523-6191
- Email: panderson@dmusd.org

Scope of Work: The VENDOR will supply MEALS to the AGENCY that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for one of the three appropriate Menu Planning options including offer versus serve. The AGENCY currently uses the Nutrient-Based Menu Planning option. Two other options include the Traditional Food-Based Menu Planning and Enhanced Food-Based Menu Planning. The AGENCY prefers the Enhanced Food Based Menu Planning option.

The VENDOR will prepare MEALS at a site that maintains the appropriate state and local health certifications for the facility and will package and deliver these MEALS in accordance with the food safety guidelines of the appropriate governing health departments. VENDORS must submit with their proposal, a copy of the current state and local health certifications and a copy of their HACCP plan.

VENDOR RESPONSIBILITIES

- a. VENDOR will prepare meals that meet the regulatory menu nutritional requirements using the appropriate Menu Planning option. Meal Plans require nutritional analysis of foods used in school meals using USDA approved computer software, i.e. NutriKids. The nutritional analysis includes the following information: serving size, calories, total fat, saturated fat, trans fat, cholesterol, sodium, total carbohydrates, dietary fiber, sugar, protein, vitamin A, vitamin C, iron and calcium.
- b. VENDOR will provide the AGENCY with the nutrition analysis of all menus.
- c. VENDOR will provide production records with meal counts daily to the AGENCY with delivery of meals.
- d. VENDOR will provide the necessary utensils, napkins, paper trays and condiments in sufficient quantity for the number of MEALS ordered.
- e. VENDOR shall have meals available for pickup by AGENCY at a mutually agreed upon location and mutually agreed upon time.
- f. VENDOR shall be responsible for the condition of the meal and maintaining the proper temperature of the lunch components until they are picked up by AGENCY. AGENCY shall be responsible for the condition of the meal and for maintaining the proper temperature of the lunch components after picked up by the AGENCY and until they are consumed.
- g. VENDOR shall provide to AGENCY a monthly menu covering the meals to be served for the following month on a mutually agreed time schedule. Monthly menus are to include the choice of two entrees each day.
- h. VENDOR shall include physician recommended substitutions in the food components when making recommendations for the meal pattern of students with disabilities when their disability restricts their diet, and those non-disabled students who are unable to consume the regular lunch because of medical or other special dietary needs.
- i. When requested by the AGENCY, the VENDOR shall provide AGENCY with sack lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.
- j. VENDOR shall provide AGENCY with snacks including beverage for the After School Program.
- k. VENDOR shall provide samples for product evaluation upon request from the AGENCY.
- l. VENDOR shall maintain all necessary records on the nutritional components and quantities of the MEALS served at the AGENCY and make said records available for inspection by AGENCY, State and Federal authorities upon request. Records

must be kept for three (3) years after the end of the fiscal year to which they pertain (or for three (3) years after the end of an audit).

- m. VENDOR shall maintain all necessary records pertaining to the receipt and use of USDA donated foods provided to the VENDOR by the AGENCY.
- n. VENDOR shall assume all liability for proper use and protection of commodities and materials necessary to prepare the meals while they are stored at the preparation site.
- o. VENDOR shall be responsible for maintaining AGENCY equipment including hot and cold transport equipment while in its charge. VENDOR will be required to clean and sanitize daily for use the following day. In case of abuse, the AGENCY retains the right to charge the VENDOR for replacement/repair.
- p. VENDOR will work in collaboration with the AGENCY to survey students and parents with the goal of providing a menu that is not only nutritious but also acceptable to its consumers.
- q. VENDOR shall not use sub-contractors without prior approval by AGENCY.
- r. VENDOR will maintain current health permits for facility where MEALS are prepared and shall provide access, with or without notice, to all of the facility for purposes of inspection and audit.
- s. VENDORS will maintain a food safety system based on Hazard Analysis Critical Control Point, HACCP, principals and may be required to provide documentation of such practices. Food items shall be prepared, held and delivered under properly controlled temperatures.

AGENCY RESPONSIBILITIES

- a. AGENCY will be responsible for providing staff to transport MEALS for mutually agreed upon location to the AGENCY school sites and for serving MEALS.
- b. AGENCY will be responsible for ensuring its employees are trained in proper food handling and sanitation and maintain required Food Handler Certification.
- c. AGENCY will provide the VENDOR with a copy of the federal NSLP meal pattern requirements and all technical assistance materials pertaining to the food service requirements of the NSLP. The AGENCY will, within 24 hours of receipt from the NSD (Nutrition Services Division), advise the VENDOR of any changes in the food service requirements.
- d. AGENCY shall retain control of the quality, extent, and general nature of the food service operation; and establish all program and non-program meal prices.

- e. Milk provided with the meal will be directly delivered from distributor to the AGENCY as has been customary and past practice. The AGENCY will be solely responsible for ordering, buying and delivery of milk.
- f. AGENCY will receive all orders and meal payments and will notify the VENDOR of the number of meals/count needed per day one week in advance to allow the VENDOR sufficient time to place necessary food and supply orders. VENDOR shall use this order procedure when preparing for MEAL price to be submitted with proposal. In the future, the AGENCY may consider implementing a point of sale system for possible joint use with the awarded VENDOR.
- g. AGENCY shall notify VENDOR of the number of MEALS needed each week by the end of business, Monday of the preceding week. AGENCY shall be able to provide a revised number of meals ordered, as needed, when the request is made by the end of business, Wednesday of the preceding week.
- h. AGENCY shall notify VENDOR of the number of SNACKS including beverage needed each week by the end of business Monday of the preceding week. AGENCY shall be able to provide a revised number of snacks ordered, as needed, when the request is made by the end of business, Wednesday of the preceding week.
- i. AGENCY shall notify the VENDOR of the number of sack lunches for field trips needed by the end of business Friday of the week proceeding the day that sack lunches will be required.
- j. AGENCY shall not pay for meals that are spoiled or unwholesome at time of delivery.
- k. AGENCY has available hot and cold carts for use by VENDOR. If VENDOR uses this equipment, VENDOR will be required to clean and sanitize daily for use the following day. AGENCY will be responsible for returning transport carts to the VENDOR at a mutually agreed upon location and mutually agreed upon time.
- l. AGENCY will be responsible for providing the annual school calendar and for informing the VENDOR of any schedule changes, field trips, minimum days, etc. that may cause a change in meal preparation amounts in a mutually agreed upon, timely fashion.

The vendor's food service program must meet the following criteria:

1. NSLP/SBP compliant MEALS (all MEALS must be eligible for state and federal reimbursement).
2. NSLP/SBP menu recordkeeping and planning necessary to receive reimbursements.
3. All lunch proposals will be priced for meal only, no beverage.
4. All snack proposals will include a beverage.

5. Safe and environmentally-friendly packaging that ensures safe and sanitary transportation to point of delivery.
6. AGENCY'S health permit requires that all MEALS or MEAL components be prepackaged for outdoor service. No buffet style serving will be allowed.

AGENCY prefers the food service program meets the following eight (8) criteria, whenever reasonable and within budget limits:

1. MEALS prepared from scratch daily with an allowance of a maximum of 40% of frozen pre-cooked entrees.
2. vegetable and fruit sides to be fresh, not from a canned source.
3. MEALS that include whole grains, vegetables, and fruits.
4. MEALS that do not include artificial colors, artificial flavors, preservatives, high fructose corn syrup, partially hydrogenated oils and hidden MSG.
5. MEALS that include dairy products (including cheese) that are free of added hormones.
6. meats that are free of added hormones, antibiotics-free and nitrate-free.
7. MEALS that include local, seasonal and organic ingredients.
8. no dessert other than fresh fruit.

All proposals must include:

1. a per-MEAL cost for lunch only
2. a per-MEAL cost for snack including beverage only
3. a 21-day cycle menu for each meal as an example of expected offerings, offerings must be compliant with state and federal portion sizes and nutritional values
4. the nutritional analysis of each meal that is part of the sample 21-day cycle menu
5. a 21-day cycle snack menu as an example of expected offerings. Offering must be compliant with state and federal portion sizes and nutritional values
6. the nutritional analysis of each snack that is part of the sample 21-day cycle menu
7. a sample menu production/transport record
8. equipment required for meal serving and included in proposal pricing (school sites are not be able to accommodate extra equipment)
9. Certificate of Independent Price Determination
10. a copy of the vendor's current health permit for the facility at which meals will be prepared and food items stored
11. a copy of the vendor's HACCP plan
12. a written explanation of how and to what degree you will fulfill the AGENCY preferences as listed above, items 1 – 8

All proposals of \$100,000 or more must include the following certifications from potential vendors:

- Certification Regarding Lobbying
- Disclosure of Lobbying Activities

- Certification Regarding Debarment, Suspension, and Ineligibility
- See Appendices for these documents

Proposals will be received only at **the DEL MAR UNION SCHOOL DISTRICT, 225 Ninth Street, Del Mar, CA 92014**. No proposals will be received after **10am on June 17, 2011**. All proposals will be publicly opened and announced at the **Del Mar Union School District Office, 225 Ninth Street, Del Mar CA 92014, at 10am June 17, 2011**.

AGENCY reserves the right to waive any informalities or to reject any or all proposals.

No submitted proposal may be withdrawn by a vendor within sixty (60) days after the proposal opening unless AGENCY consents to a withdrawal of the proposal during such period.

DISTRICT SPECIAL CONDITIONS

A. Time of Performance. The work shall be commenced on the date stated in the AGENCY'S notice to the VENDOR to proceed on July 6, 2011 and complete by June 30, 2012. This one year agreement may be extended dependent on performance for up to three additional years.

Work under this agreement shall be scheduled and coordinated in compliance with the following:

1. The anticipated award of agreement is **July 6, 2011** to be awarded by the Board of Governors
2. First day of school for 2011/2012 is **August 29, 2011**.
3. **180** school days, a copy of the 2011/2012 school calendar is attached
4. Projected enrollment: **4,390**
5. Projected lunch purchase per day: **750 (to be used for total proposal amount)**
6. Last day of school for 2011/2012 is **June 15, 2012**

B. Selection Criteria. The goal of this competitive proposal is to obtain the best product/proposal at the lowest price. The award will be recommended with price and other factors considered. Price is listed first because it is the primary factor in the award of an agreement when using competitive proposals. All proposals will be evaluated for completeness and responsiveness. Selection will be based on the following criteria:

1. price;
2. meeting AGENCY preferred criteria;
3. the reputation of the vendor;
4. the availability of the goods and services;
5. the extent to which the goods and services meet the AGENCY'S needs;

- 6. the degree to which the goods and services comply with specifications;
- 7. any other relevant factor that would be considered in selecting a vendor.

C. Liquidated Damages. If work under this contract is not ready for the intended daily use, the agreed liquidated damages will be equal to the costs incurred by the AGENCY for the cost of meal from another vendor and any loss of revenue.

D. WORKERS' COMPENSATION INSURANCE:

The AGENCY does not furnish workers' compensation insurance for employees of the VENDOR. It is understood that the VENDOR'S employees and agents of VENDOR are not employees of the AGENCY.

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

E. LIABILITY INSURANCE:

VENDOR will be required to procure and maintain either:

Comprehensive General Liability Insurance.

with a combined single limit per occurrence of not less than..... \$1,000,000

OR

Commercial General Liability and Property Damage Insurance

(Including automobile insurance) which provides limits of not less than:

- (A) Per Occurrence (combined single limit) \$1,000,000
- (B) Project Specific Aggregate (for this project only) \$1,000,000
- (C) Products/Completed Operations \$1,000,000
- (D) Personal & Advertising Injury limit \$1,000,000

Additional Insurance Endorsement: Any general liability policy provided by VENDOR hereunder shall contain an endorsement which applies its coverage to AGENCY, members of AGENCY's board of trustees, and the officers, agents, employees and volunteers of AGENCY, individually and collectively, as additional insureds.

F. FINGERPRINTING:

Pursuant to the provisions of Article 73 of the General Conditions - Agency Determination of Fingerprinting Requirement Application is as follows:

The Agency has considered the totality of the circumstances concerning the Project and has determined that the Contract and VENDOR'S employees are subject to the requirements of Education Code section 45125.2.

In accordance with the Education Code the **VENDOR shall provide for the continuous supervision and monitoring of the VENDOR'S employees by an employee of the VENDOR who has received fingerprint clearance from the California Department of Justice.**

Document 00550 will be required to be submitted with the AGREEMENT and the PERFORMANCE and PAYMENT BONDS at the time of award of contract. This form will require verification that prior to commencement of work all supervisors on this project will have received fingerprint clearance from the California Department of Justice and will provide continuous supervision and monitoring of the contractor's employees. Failure to provide this verification will cause the VENDOR to be non-responsive and the project to be re-awarded to the next lowest, responsive vendor.

- G. Award of Proposal:** The AGENCY reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals or in the bidding. The award of the agreement, if made by the AGENCY, will be to the lowest price proposal that meets the award criteria as described in point "B" above.

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

VENDED MEALS

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure 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 this 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 workers' 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.

(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.)

CONTRACTOR'S STATEMENT REGARDING MAINTAINING A DRUG FREE WORKPLACE

VENDED MEALS

Del Mar Union School District Policy 4004 in relevant part provides:

This Board Policy is adopted pursuant to the federal Drug-Free Workplace Act of 1988, the federal Drug-Free Schools and Communities Act Amendments of 1989, and the California Drug-Free Workplace Act of 1990. It is the policy of the District that all its workplaces and facilities be drug and alcohol free.

The unlawful manufacture, distribution, dispensation, possession, or use of any alcohol beverage, drug or controlled substance in any workplace or facility of the District is strictly prohibited. All employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of alcohol or a controlled substance in any workplace or facility of the District. All employees will abide by this prohibition as a condition of employment. Any employee who violates this prohibition will be disciplined up to and including dismissal, and/or required to satisfactorily complete a drug abuse assistance or rehabilitation program selected by the District in conformance with law.

All employees must notify the Superintendent in writing within five (5) days of any drug or alcohol statute conviction for a violation occurring in any workplace or facility of the District. A conviction includes any finding of guilt, including a no contest pleas, or imposition of a sentence. Any employee who is convicted of such a violation will be disciplined up to and including dismissal, and/or required to satisfactorily complete a drug abuse assistance or rehabilitation program selected by the District in conformance with law.

Each District consultant, contractor and vendor shall, moreover, advise the District whether they have a policy or procedure for maintaining a drug free workplace at the consultant's, contractor's, or vendor's own place of business and if so, shall briefly describe it in writing to District officials.

If awarded agreement for above referenced proposal, contractor agrees to comply with Del Mar Union School District Board Policy 4020 as detailed above.

**In accordance with the above, the following must be signed
and filed with the awarding body as part of the proposal package.**

Business name: _____

Does _____ Does not _____ Have a policy or procedure for maintaining a drug free workplace at
their own place of business.

_____ Attached is a copy of such policy or procedure or

_____ Following is a brief description of such policy or procedure:

Signature: _____ Date: _____

Title: _____

Legal Reference: the Drug Free Workplace Act of 1988 and Public Law 100-690 Section 5151-5160

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the school food authority and the Food Service Management Company (FSMC) or Food Service Consulting Company (FSCC) (offeror) shall execute this Certificate of Independent Price Determination.

Name of FSMC/FSCC

Name of Sponsor

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- (B) Each person signing this offer on behalf of the offeror certifies that:
- (1) He or she is the person in the offerors organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company or Food Service Consulting Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of FSMC/FSCC
Authorized Representative

Title

Date

In accepting this offer, the Sponsor certifies that no representative of the Sponsor has taken any action, which may have jeopardized the independence of the offer referred to above.

Signature of Sponsors
Authorized Representative

Title

Date

NOTE: Accepting a bidder's offer does not constitute award of the contract.

CERTIFICATION REGARDING LOBBYING

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

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

OR

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

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; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include 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.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
 0348-0046

1. Type of Federal Action: a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance <input style="float: right; margin-top: 10px;" type="checkbox"/>	2. Status of Federal Action: a. Bid/Offer/Application b. Initial Award c. Post-Award <input style="float: right; margin-top: 10px;" type="checkbox"/>	3. Report Type: a. Initial filing b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____ <input style="float: right; margin-top: 10px;" type="checkbox"/>
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee <input type="checkbox"/> 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 (if individual, last name, first name, MI):	c. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
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)

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 7 CFR Part 3018, "New Restrictions on Lobbying", and 7 CFR Part 3017, "Government-wide Debarment and Suspension (Nonprocurement) and 7 CFR Part 3021 Government-wide Requirements for Drug-Free Workplace (Grants)." The certification shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U. S. Code, and implemented at 7 CFR Part 3018, for a person entering into a grant or cooperative agreement over \$100,000, as defined at 7 CFR Part 3018.105, the applicant certifies that:

(a) 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with these instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 CFR Part 3017, Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 CFR Part 3017.200:

- A. The contractor 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 applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Contractor/Company Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date

Form AD-1047 (1/92)

**DEL MAR UNION SCHOOL DISTRICT
2011-2012 SCHOOL CALENDAR**

School						Attendance	Cumulative		
Month	M	T	W	Th	F	Days	Attendance Days	Holidays and Other Information	
June/July	27	28	29	30	1	0		6/27	First Day of Extended School Yr.
	*4	5	6	7	8	0	0	*7/4	*Independence Day Observed
	11	12	13	14	15	0	0		
	18	19	20	21	22	0	0	7/22	Last Day of Extended School Yr.
July/Aug	25	26	27	28	29	0	0		
	1	2	3	4	5	0	0		
	8	9	10	11	12	0	0		
	15	16	17	18	19	0	0	8/22	School Offices Open
1)Aug/Sept	22	√23	√24	√25	√26	0	0	8/23 – 8/26	√Teacher Work Days
	29	30	31	1	2	5	5	8/29	First Day for Students
	*5	6	7	8	9	4	9	*9/5	*Labor Day Observed
	12	13	14	15	16	5	14		
	19	20	21	22	23	5 (19)	19		
2)Sept/Oct	26	27	28	29	30	5	24		
	3	4	5	6	7	5	29		
	10	11	12	13	14	5	34		
	17	18	19	20	21	5 (20)	39		
	3)Oct/ Nov	24	25	26	27	28	5	44	
31		1	2	3	4	5	49		
7		8	9	10	*11	4	53	*11/11	*Veteran's Day Observed
14		15	16	17	18	5 (19)	58		
4)Nov/Dec/ Jan		21	22	23	*24	*25	0	58	11/21 - 11/25
	28	29	30	1	2	5	63		
	5	6	7	8	9	5	68		
	12	13	14	15	16	5	73		
	19	20	21	22	*23	0	73	12/19 - 1/2	Winter Recess
	*26	27	28	29	*30	0	73	12/19	Local Release Day (no school)
	*2	3	4	5	6	4 (19)	77		
5)Jan/Feb	9	10	11	12	13	5	82		
	*16	17	18	19	20	4	86	*1/16	*Martin Luther King Day Obs.
	23	24	25	26	27	5	91		
	30	31	1	2	3	5 (19)	96		
	6)Feb/Mar	6	7	8	9	10	5	101	*2/20 & *2/21
13		14	15	16	17	5	106	*2/22	In lieu of Admissions Day
*20		*21	*22	23	24	0	106	2/23 & 2/24	Local Release Days (no school)
27		28	29	1	2	5 (15)	111		
7)March		5	6	7	8	9	5	116	
	12	13	14	15	16	5	121		
	19	20	21	22	23	5	126		
	26	27	28	29	30	5 (20)	131		
	8) April	2	3	4	5	6	5	136	
9		10	11	12	13	0	136	4/9 – 4/13	Spring Break
16		17	18	19	20	5	141		
23		24	25	26	27	5 (15)	146		
9)April/May		30	1	2	3	4	5	151	
	7	8	9	10	11	5	156		
	14	15	16	17	18	5	161		
	21	22	23	24	25	5 (20)	166		
	10)May/June	*28	29	30	31	1	4	170	*5/28
4		5	6	7	8	5	175	◆6/13	Full Day - Dismissal: 2:30 p.m.
11		12	◆13	14	15	5 (14)	180	6/15	Last Day–Students–Dismissal: 12:30 p.m.
18		19	20	21	22			6/15	Last Day – Teachers

Total Attendance Days ----- 180
 √ Teacher Work Days: 8/23/11, 8/24/11, 8/25/11, 8/26/11

Dates of legal holidays *
Italics Denotes Minimum Days for Students

Contracted Teacher Workdays ----- 184
Parent/Teacher Conference Weeks: To be determined

Boxed Dark Shading Denotes No School for Students

Approved by the Board of Trustees: Regular Board Meeting of March 10, 2010

DEL MAR UNION SCHOOL DISTRICT
2010/2011 SITE LUNCH SCHEDULE

SITE	Grade	Monday	Tuesday	Wednesday	Thursday	Friday
Ashley Falls	K-6	12:00 - 12:45	12:00 - 12:45	11:20 - 11:50	12:00 - 12:45	12:00 - 12:45
Carmel Del Mar	K-6	11:30 - 12:15	11:30 - 12:15	11:45 - 12:15	11:30 - 12:15	11:30 - 12:15
Del Mar Heights	K-6	11:45 - 12:30	11:45 - 12:30	11:45 - 12:30	11:45 - 12:30	11:45 - 12:30
Del Mar Hills	K-6	11:45 - 12:30	11:45 - 12:30	11:45 - 12:30	11:45 - 12:30	11:45 - 12:30
Ocean Air	K-6	11:30 - 12:15	11:30 - 12:15	11:30 - 12:15	11:30 - 12:15	11:30 - 12:15
Sage Canyon	K-6	11:30 - 12:15	11:30 - 12:15	11:30 - 12:15	11:30 - 12:15	11:30 - 12:15
	K-6	12:00 - 12:45	12:00 - 12:45	11:50 - 12:45	12:00 - 12:45	12:00 - 12:45
Sycamore Ridge	K-6	11:40 - 12:15	11:40 - 12:15	11:35 - 12:00	11:40 - 12:15	11:40 - 12:15
Torrey Hills	K	11:30 - 12:45	11:30 - 12:45	11:30 - 12:25	11:30 - 12:45	11:30 - 12:45
	1-6	12:00 - 12:45	12:00 - 12:45	11:55 - 12:25	12:00 - 12:45	12:00 - 12:45

*Set up starts 15 minutes prior to serve time.

MEAL PATTERN FOR LUNCH – ENHANCED FOOD-BASED MENU PLANNING

	AGES 1-2 YRS	PRE- SCHOOL	GRADES K-6	GRADES 7-12	GRADES K-3*
Meat/ Meat Alternate	1 oz	1-1 ½ oz	2 oz	2 oz	1-1 1/2 oz
Fruits/Vegetables	½ cup	½ cup	3/4 cup** **plus an extra ½ cup over a week.	1 cup	¾ cup
Grains/Breads	Must be enriched or whole grain or contain germ or bran. A serving is: A slice of bread or an equivalent serving of biscuits, rolls, etc. OR ½ cup cooked rice, macaroni, noodles, other pasta products or cereal grains. Up to one serving per day may be a grain-based dessert. (This applies only to Grades K-12, not to Ages 1-2 and PreSchool) Minimum per WEEK Minimum per DAY In this chart, a week equals 5 days. If there are 7 days in the week, increase servings of Grains/Breads per week by: 5 servings for Grades K-6 to a total of 17 servings 6 servings for Grades 7-12 to a total of 21 servings Increasing the number of servings of Grains/Breads is critical to the success of meeting the calorie requirements and implementing the Dietary Guidelines recommendations for dietary fiber.				
Milk (Fluid)	5 serv ½ serv	8 serv 1 serv	12 serv 1 serv	15 serv 1 serv	10 serv 1 serv
	6 fl oz	6 fl oz	8 fl oz	8 fl oz	8 fl oz

*Grades K-3: This is an optional age/grade group. USDA recommends using it along with others.

TRADITIONAL FOOD-BASED MENU PLANNING

Meal Pattern For Lunch

	AGES 1-2 YRS	AGES 3-4 YRS	GRADES K-3	GRADES 4-12	GRADES 7-12 ¹
Meat/Meat Alternate	1 oz	1-1½ oz	1-1½ oz	2 oz	3 oz
Serving size is per day. The quantities are based on the edible portion as served.					
Fruits/Vegetables	½ cup	½ cup	½ cup	¾ cup	¾ cup
At least two different types of fruits and/or vegetables must be offered. Serving size is the minimum requirement per day.					
Grains/Breads	5 svgs ½ svgs	8 svgs 1 svgs	8 svgs 1 svgs	8 svgs 1 svgs	10 svgs 1 svgs
Must be enriched or whole grain or contain germ or bran. A serving is: A slice of bread or an equivalent serving of biscuits, rolls, etc. OR ½ cup cooked rice, macaroni, noodles, or cereal grains. Minimum servings per WEEK ² Minimum servings per DAY ² In this chart, a week equals 5 days. If meals are served 7 days a week, increase servings of Grains/Breads to 11.2 for Grades K-12.					
Milk (Fluid)	6 fl oz	6 fl oz	8 fl oz	8 fl oz	8 fl oz
Must be served as a beverage.					

¹ Grades 7-12: This is an optional age/grade group, but one which USDA recommends.

NUTRITION STANDARDS Averaged over the School Week

For all of the School Meals Initiative Menu Planning Approaches
(except the Traditional Menu Planning Approach)

SCHOOL LUNCH PROGRAM				
Minimum Requirements for Nutrient and Calorie Levels				
Category	Minimum Requirements			Optional
Nutrients and Energy Allowances	Preschool	Grades K-6	Grades 7-12	Grades K-3
Energy Allowance (Calories)	517	664	825	633
Total Fat (as a percentage of total calories)	*	*	*	*
Saturated Fat (as a percentage of total calories)	**	**	**	**
Protein (g)	7	10	16	9
Calcium (mg)	267	286	400	267
Iron (mg)	3.3	3.5	4.5	3.3
Vitamin A (RE)	150	224	300	200
Vitamin C (mg)	14	15	18	15

SCHOOL BREAKFAST PROGRAM			
Minimum Requirements for Nutrient and Calorie Levels			
Category	Minimum Requirements		Optional
Nutrients and Energy Allowances	Preschool	Grades K -12	Grades 7-12
Energy Allowance (Calories)	388	554	618
Total Fat (as a percentage of total calories)	*	*	*
Saturated Fat (as a percentage of total calories)	**	**	**
Protein (g)	5	10	12
Calcium (mg)	200	257	300
Iron (mg)	2.5	3.0	3.4
Vitamin A (RE)	113	197	225
Vitamin C (mg)	11	13	14

* Not to exceed 30 percent over a school week.

** Less than 10 percent over a school week.

ANNUAL VENDED MEAL AGREEMENT

This agreement between _____ (hereinafter called VENDOR) and the Del Mar Union School District of San Diego County, California, (hereinafter called the DISTRICT) is made for the purpose of providing lunches and snacks to the DISTRICT that comply with the nutrition standards established by the United States Department of Agriculture.

All parts of the Request for Proposals for Vended Meals will be included as a component parts of this agreement between the VENDOR and DISTRICT and will work complementary of each other. Work required by one of the documents and not by the other shall be required by all.

Meal Planning and Preparation

1. The VENDOR shall prepare the meals at _____. This preparation site will maintain the appropriate State and local health certifications for the facility. At any time the DISTRICT may request a tour of the named facility and/or full disclosure of the most recent Department of Environmental Health Inspection Report as well as the current Health Permit.
2. The VENDOR will provide nutritionally adequate meals defined as qualifying for reimbursement under the National School Lunch Program. The meal includes preparation of all components (except fluid milk) and required utensils, namely tray, napkin, spork and straw.
3. Milk provided with the meal will be directly delivered from distributor to the DISTRICT, as has been customary and past practice. The DISTRICT will be solely responsible for ordering, buying and delivery of milk.
4. Meals will meet the regulatory menu nutritional requirements using the _____ Menu Planning approach. NSMP requires nutritional analysis of foods used in school meals using USDA approved computer software. The VENDOR will provide the DISTRICT with the nutrition analysis of menus using approved software to perform the analysis.
5. The VENDOR will provide the DISTRICT with monthly cycle menus two weeks before the beginning of a new month. Monthly cycle menus will include nutrition education. The DISTRICT shall be responsible for printing and distribution of menus.

Transport and Service

1. The DISTRICT shall provide the VENDOR with adequate quantities of hot and cold transporting equipment.
2. The VENDOR shall be responsible for maintaining DISTRICT equipment (namely, hot and cold transport equipment) while in its charge. In case of

- abuse, the DISTRICT retains the right to charge the VENDOR for replacement/repair.
3. The DISTRICT will be responsible for providing DISTRICT staff to transport meals from a mutually agreed upon site and to serve meals at the DISTRICT school sites.
 4. The pick-up of prepared meals will be at a mutually agreed upon time.
 5. The DISTRICT will be responsible for returning transport carts to the VENDOR at a mutually agreed site and time. The VENDOR will be responsible for cleaning and sanitizing carts for the following day.
 6. The DISTRICT will be responsible for ensuring its employees are trained in proper food handling and sanitation and maintain required Food Handler Certification.
 7. The VENDOR is obligated to provide meals on days when the DISTRICT is in session.
 8. The DISTRICT is responsible for providing the annual school calendar and for informing the VENDOR of any schedule changes, field trips, minimum days, etc. that may cause a change in meal preparation amounts in a mutually agreed upon, timely fashion.
 9. The DISTRICT will notify the VENDOR of the number of meals/counts needed per day one week in advance to allow the VENDOR sufficient time to place necessary food and supply orders. The number of meals prepared by the VENDOR will be equal to the number of meals ordered by the DISTRICT. A mutually agreed upon procedure will be established to afford for an increase in the minimum count. The DISTRICT is obligated to accept and pay for the number of meals requested and not necessarily served.
 10. When requested by the DISTRICT, the VENDOR will provide sack lunches for field trips that meet the meal pattern requirements (except for milk). Field trip meals must be requested at least one week in advance. The cost per lunch will remain the same as for the regular lunch. The DISTRICT will be responsible for maintaining the appropriate temperature of lunches until served,
 11. The DISTRICT will pay the VENDOR \$_____ per meal ordered.
 12. The VENDOR will provide production records with meal counts daily to the DISTRICT with delivery of meals.
 13. The VENDOR will submit to the DISTRICT itemized invoices for the meals provided on a monthly basis. The DISTRICT will submit payment to the VENDOR on or before the 30th day of the following month.

Food Safety

1. Both parties will be responsible for maintaining proper temperatures (as defined by County of San Diego Department of Environmental Health) and integrity of the meal components. The VENDOR shall be responsible for safe and proper temperatures of the meals until they are picked up by the DISTRICT transport vehicle at the mutually agreed upon location. The DISTRICT shall be responsible

for maintaining safe and proper temperatures of the meals until they are consumed.

Additional Services

1. The VENDOR will provide additional meal services to the DISTRICT, such as adults meals and catering, upon mutual agreement of the designated representative of both parties.
2. The VENDOR will work in collaboration with the DISTRICT to survey students and parents with the goal of providing a menu that is not only nutritious but also acceptable to its consumers.

Compliance

1. Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch Program, including, but not limited to all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscriminations. All records maintained by both parties shall be open and available by Federal, State and local authorities in accordance with applicable statutes and regulations.
2. The DISTRICT agrees to appoint a District representative, Cathy Birks, Assistant Superintendent of Business Services, or designee, to be the contact person for communication between the parties of this Agreement. The VENDOR agrees to appoint a Vendor representative, _____, or designee, to be the contact person for communication between the parties of this Agreement.
3. VENDOR shall hold harmless, defend and indemnify the DISTRICT and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the VENDOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused in whole or in part by the active negligence, sole negligence, or willful misconduct of the DISTRICT.
4. DISTRICT shall hold harmless, defend and indemnify the VENDOR and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the DISTRICT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused in whole or in part by the active negligence, sole negligence, or willful misconduct of the VENDOR.

Pursuant to the hold harmless and indemnification requirements of this agreement, each party will keep and maintain at its sole expense general liability insurance, including extended coverage for completed operations and product liability with limits of no less than \$1,000,000 for each occurrence.

DISTRICT will keep and maintain automobile liability insurance with limits of no less than \$1,000,000 per occurrence for bodily injury and property damage.

Each party agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities described herein.

Each party will provide to the other a certificate of insurance evidencing all coverages and minimum limits required by this agreement and name the certificate holder as an additional insured. The certificate of insurance shall specify that coverage will not be cancelled or modified without 30 days prior written notice to the certificate holder.

Each party agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to each party, its business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

Each party, in the performance of the Agreement, shall be and act as an independent contractor and that no joint venture or joint powers authority is created herein. Each party understands and agrees that it and all of its employees or agents shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other and/or to which employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Each party assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the service to be provided under this Agreement.

This Agreement contains the entire agreement and understanding concerning the work to be performed. VENDOR and DISTRICT understand, acknowledge and agree that no party, or the agents or attorney for any party, has made any promise, representation or warranty of any kind whatsoever, express or implied, not contained herein or therein to induce the execution of this Agreement. VENDOR and DISTRICT understand, acknowledge and agree that this Agreement has been executed in reliance upon any promise, representation, or warranty not contained herein.

This Agreement may not be amended except in writing and signed by both parties.

This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Any legal or administrative

action arising out of this Agreement shall be conducted inside Diego County, California.

If any party to the Agreement commences an action against another party to this Agreement, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and to recover from the losing party reasonable attorney's fees, expert fees and all other costs of such action.

If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the parties to this Agreement.

Either party, upon thirty (30) days written notice thereof to the other party, may cancel this agreement.

Written notices to the **VENDOR** shall be delivered to

Written notice to the **DISTRICT** shall be delivered to the Del Mar Union School District, 225 Ninth Street, Del Mar, CA 92014.

The term of this agreement will be for one (1) year beginning July 6, 2011 through June 30, 2012. By April 1st of each contract year, both parties will notify the other of their intent to renew the agreement for the following school year. Upon mutual agreement of both parties, this agreement may be extended annually for three (3) one-year periods.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on:

Dated: _____ Dated: _____

(VENDOR) DEL MAR UNION SCHOOL DISTRICT

By: _____ By: _____
James Peabody

Approved by Governing Board

On _____