

NEW HAVEN UNIFIED SCHOOL DISTRICT

REQUEST FOR BID

For

PURCHASE OF
FOOD PRODUCTS

RFP # 792

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
PURCHASE OF FOOD PRODUCTS
NOTICE TO BIDDERS**

1. NOTICE IS HEREBY GIVEN that the New Haven Unified School District is seeking Bids for the purchase of FOOD PRODUCTS.
2. Bids should be submitted in the manner prescribed herein and for the services requested herein. All required forms and submissions requirements are provided herein or attached hereto. Each person or entity that submits a BID to the District in response to this RFP shall be designated as a "Vendor".
3. Please contact Vachan Boja, Food & Nutrition Services, at New Haven Unified (510) 475-3992 x62640 or by email at vboja@nhusd.k12.ca.us, for information about the RFP.
4. Sealed Bids should be delivered to New Haven Unified School District. Bids must be received by New Haven Unified no later than 10:00 A.M. on Friday, June 8, 2018.

**New Haven Unified School District
34200 Alvarado-Niles Rd
Union City, CA
Phone: (510) 471-1100
Attention: Annette Heldman
Chief Business Officer**

5. New Haven Unified reserves the right to reject any and all Bids and to waive any informality, technical defect or clerical error in any Bid Package, as the interest of the New Haven Unified School District may require. Any proposer may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of Bids.

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792**

PURCHASE OF FOOD PRODUCTS

REQUEST FOR BID

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
PURCHASE OF FOOD PRODUCTS
REQUEST FOR BID**

I. INTENT OF THE BID

The intent of this bid is to solicit competitive bid prices for **Food Products** as listed in the bid specifications.

II. SCHEDULE OF EVENTS

The following are key dates for this RFP. The District is committed to adhering to this schedule, but reserves the right to make modifications.

- A. Publication in Newspapers: **May 25, 2018** and **June 1, 2018**.
- B. Vendor Questions Due: **June 4, 2018**.
- C. Bids Due Date: **10:00 a.m. on Friday, June 8, 2018**.

III. SPECIAL TERMS AND REQUIREMENTS

A. PRICING:

- i. Pricing and notations must be written in ink; pricing should be stated in units to the third decimal place. BID form must be signed by an authorized agent of the organization submitting the BID; signatures of all individuals shall be in ink, in longhand. Any corrections or notations must be made in ink and initialed adjacent by the person signing the BID.
- ii. Pricing will not be increased without prior written authorization of New Haven USD Food Services. Proposed increases must be submitted 30 days in advance with documentation of corresponding consumer index price increase relative to this commodity. Any price increase must be in accordance with the San Francisco Area Consumer Pricing Index, with a maximum of 5% per contract term. In the event of a general price decrease, the District reserves the right to revoke the contract award unless the decrease is passed on to the District.

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products
REQUEST FOR BID**

- iii. Quantities listed here are estimates of the New Haven USD District needs for the BID period. These are estimates only and should not be construed to be a commitment to a minimum or a limitation to a maximum.

B. PRODUCT:

- i. The selected vendor will partner with the District over the term of the contract resulting from this RFP to procure and deliver frozen, refrigerated, dry commercial food products.
- ii. All products must comply with the Nutrition Standards in the National School Lunch and School Breakfast Programs.
- iii. Manufacturer's Nutritional Analysis Data Sheets and/or CN label must be submitted with the BID for every product proposed.

Samples of items, when requested, shall be furnished free of cost. Failure to provide samples within a reasonable period may be cause to reject the related c. BID as non-responsive.

- C. PROPOSAL EVALUATION:** Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by a review committee. "Minimum qualifications" shall mean: complete proposals meeting all RFP instructions and conditions, received by the due date and time.

Following the receipt of Proposals, bidders shall be ranked based on the following criteria:

Evaluation Criteria	Maximum Points
Experience, Competence, Responsive	20
Customer References	10
Responsibility and Business Sustainability	10
Food Safety - HACCP Plan and Plant Security	10
Extended Cost - Grand Total	50
Total Points Possible	100

Each Proposal will be evaluated based on criteria and priorities defined by the District, with specific attention to those features, functional and technical aspects noted for each section. The District's evaluation panel will award the contract based on the prospective vendor submission that best meets the needs of the District with regard to the RFP specifications contained herein. Presentations/Interviews (if needed) may be requested by the evaluation panel. Vendors are advised that award may be made without interviews or further discussion.

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products
REQUEST FOR BID

If presentations/interviews are needed, bidders will receive notification to interview with evaluation panel.

A bidder must be able to deliver the items within the required delivery date in order to be declared responsive to this bid. The District reserves the right to make no award at all, reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

Unsolicited services or incentives offered as part of the Proposal response will NOT be evaluated or considered in the award process.

- D. **LIMITATIONS/RESERVATIONS:** The District shall not be obligated to accept the lowest priced proposal, but will be evaluating proposals with the intent of awarding to responsible distributor(s). The District reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the district. The District may take into account the performance of the proposer with respect to any recent contract(s) with other school districts. The District, however, reserves the right to reject any one or all proposals, to waive any informality in the proposals, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the best proposal meeting all the criteria specified in the proposal and is in the best interest of the district. This RFP is not an offer by the District to contract with any party responding to this RFP. The District makes no guarantee that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The District shall, in no event, be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the services contract, if at all, is at the sole discretion of the District.
- E. **WARRANTY OF QUALITY:** The vendor, manufacturer, or his assigned agent shall guarantee the food products against all defects.
- i. Cases and packaging shall be constructed to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement at no cost to the District.
 - ii. All product delivered shall be delivered in fresh form, with adequate shelf life, no less than two (2) weeks from the expiration date.
 - iii. The District reserves the right to discontinue service of any or all portion of any contract resulting from this bid for any reason determined by the District

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products
REQUEST FOR BID

to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the contractor in default.

- F. **BUY AMERICAN” PROVISION:** Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring School Food Authorities to purchase domestically grown and processed foods, to the maximum extent practicable. Pursuant to 7 CFR Part 210.21(d), the term “domestic commodity or product” means:
- i. An agricultural commodity that is produced in the United States; and
 - ii. A food product that is processed in the United States substantially (51% or more) using agricultural commodities that are produced in the United States.

It is therefore required that bidders responding to this Request for Proposals indicate whether products offered on this proposal meet the definition of “domestic commodity or product” as stated immediately above. Indication shall be made on the Proposal Worksheet (Excel Spreadsheet) as part of the response to this proposal:

The successful bidder shall provide documented proof of compliance with this provision at the request of the District.

The “Buy American” provisions of Public Law (P.L.) 105-336 allows for an exception when the recipient agency, New Haven Unified School District, determines that the following instances apply to non-domestic produced products.

- i. Recipients have unusual or ethnic food preferences which can only be met through purchases of products not produced in the U.S.;
- ii. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality;
- iii. The cost of U.S. produced food products is significantly higher than foreign products.

The District reserves the right to purchase non-domestic grown or manufactured food products if the cost of the U.S. produced item, that contains 51% or more domestically grown commodities, is **ten-percent (10%)** or more in price than the non-domestic product.

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products
REQUEST FOR BID**

- G. **NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS:** The District does not guarantee orders in these amounts nor shall orders be limited to these specific figures. This is an indefinite-quantity bid, however the quantities listed are a good faith estimate. Bidders shall not specify minimum or maximum quantities or charges for order types, unless specifically allowed on the bid form. Unlimited orders within the term of the contract shall be allowed to the District at prices quoted. The estimated quantities listed on Attachment D: Estimated Quantities are for the purposes of forecasting and not to be considered a promise to purchase.

The provisions of the contract shall in no way prohibit the District from making an incidental purchase from another supplier for the same services listed herein.

- H. **HOLD HARMLESS:** The vendor shall save, defend, hold harmless and indemnify the District and its members against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor. Refer also to the Provisioning Contract.
- I. **CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS OR USDA FOOD PRODUCTS:** The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the United States Department of Agriculture and State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds and/or lack of availability of USDA Foods products.
- J. **FAILURE TO FULFILL CONTRACT:** When vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products
REQUEST FOR BID

in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Trustees to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Trustees reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board or Trustees, if requested. Failure to fulfill contract may result in bidder disqualification in subsequent year(s) due to non-responsible practices.

- K. **FOOD DEFENSE:** Vendor's distribution facility must be registered with the Food and Drug Administration and meet the requirements of the Food Safety Modernization Act (FSMA). For further information visit the FDA's official site at <http://www.fda.gov/Food/GuidanceRegulation/FSMA/default.htm>. Failure to register prior to the close of the proposal may result in the Vendor's disqualification for contract award.
- L. **SAFETY AND SANITATION:** Food Services staff will only receive product that meets all food safety and sanitation requirements, therefore Food Services staff may at any time:
- Inspect delivery trucks for any signs of contamination.
 - Check all expiration and best if used by dates.
 - Use thermometers to check temperatures.
 - Accept product only at acceptable temperatures.
 - Reject unacceptable items
- M. **PRODUCT RECALLS:** If a product recall is instituted on an item that has been furnished and delivered to participating school districts, Vendor must immediately notify the school districts Food Services/Nutrition Departments with all pertinent information regarding the recall
- N. **PRODUCT QUALITY CONTROL:** The District reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products
REQUEST FOR BID**

specifications or wholesomeness standard, and to hold the contractor in default. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Distributor's plant is located or by the applicable federal standards, whichever is higher. Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of Alameda or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher. Distributor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. Products received shall not have a shelf life or expiration date less than one month from the date of delivery. Distributor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. In the event of product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin. **Evidence of such procedures should be submitted with proposal (HACCP Plan, Food Security and Safety Program and Pest Control Policy)**

- O. **PACKAGING:** Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations New Haven Unified School District RFP NO. 792 for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

- P. **NUTRITIONAL INFORMATION AND LABELING:** In order to accommodate the computerized menu system utilized by the District, the successful Distributor shall be required to provide a complete nutrient analysis of some products, as requested by the District. The nutrient information may be obtained from an independent laboratory. The following information will be required from

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products
REQUEST FOR BID

the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg).

Q. ALL PROCESSED FOODS SHOULD NOT CONTAIN ANY ARTIFICIAL TRANS FAT:

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans. Distributor shall notify the District whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the District's Food Services/Nutrition Department.

R. SAFETY AND SECURITY: The Distributor shall comply with District's security regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (Cal Code). Distributor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the affecting district.

S. OTHER TERMS:

- i. Payment terms are 30 days net. Each District shall be billed individually at the close of each calendar month, on an itemized invoice including delivery date, delivery location and units sold by item.
- ii. Product shall be delivered as specified by the District to the sites listed on District itemized estimate sheet. If volume increases for any school site to a level that requires an additional delivery, the delivery schedule shall be modified to accommodate additional deliveries as needed. If the scheduled delivery date falls on a holiday, delivery must be made on the

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products
REQUEST FOR BID**

next school day within the same time frame designated for each delivery site. Upon award, the successful vendor will submit a District delivery schedule to District for approval. Proposed changes in the delivery schedule must be approved by the District in writing prior to the implementation of any such change.

- iii. In no event will additional shipping, handling, fuel or other surcharges apply.

T. DELIVERY TERMS:

- i. Delivery Schedule: Week days (Monday – Friday)
- ii. Delivery Time: Before 8:30 a.m. for MCC

IV. GENERAL TERMS, CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR VENDORS/BIDDERS

A. DEFINITIONS

"District" means New Haven Unified School District; "Contractor" means Vendor to whom the Purchase Order is made, "Purchase Orders" are generated by the Business Office.

B. CONTRACT INTERPRETATION

- i. Articles and services covered by this quotation must comply with applicable laws, ordinances and other legal requirements.
- ii. A written purchase order or other acceptance mailed or otherwise furnished to the successful bidder within specified acceptance time results in a binding contract without further action by either party. If the price, taxes, surcharge, shipping etc. indicated in the purchase order is different or higher the vendor must notify the Business Services department prior to delivery of goods and services.
- iii. Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to the Chief Business Officer, New Haven Unified School District, who shall decide the true meaning and intent of the contract, and his decision shall be final and conclusive.

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products
REQUEST FOR BID**

C. INFRINGEMENTS – INDEMNIFICATION

- i. The Vendor/Contractor shall assume the defense of all claims and suits against the District, its officers and agents, for infringement of the patents, copyrights, or trademarks of any person arising out of the use by the District, its officers or agents, or any article supplied under this quotation, and the Contractor shall indemnify and hold harmless the District, its officers and agents, from any and all liability loss, or damage arising from such claims or suits.
- ii. The Vendor/Contractor agrees to hold the New Haven Unified School district harmless from any and all claims and liabilities for damage to all persons including but not limited to employees of the Contractor, arising out of and in the course of the performance of this agreement.

D. CONDITION OF ARTICLES

Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.

E. INSPECTION

All articles supplied shall be subject to inspection and rejection by the Business Department or at the delivery location.

F. FAILURE TO DELIVER

When Vendor/Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by his contract, such article or service may be bought from any source by the Business Department and if a greater price than that named in the contract be paid for such article or service the excess price will be charged to and collected from the contractor or sureties on his bond if bond has been required.

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products
REQUEST FOR BID**

G. FIRM PRICE

Prices/quotations must be firm and shall be in effect for a period of not less than twelve (12) months.

H. CAL-OSHA

CAL-OSHA required if applicable.

I. DELIVERIES

F.O.B. destination in Union City otherwise specified.

J. INSURANCE

Insurance requirements as per item (5) of Contract Agreement attached.

K. CONFIDENTIALITY OF PROPOSAL CONTENTS

Following the award of the contract, Proposals may be subject to release as public information under applicable law unless the Proposal or specific parts of the Proposal can be shown to be exempt from disclosure under such law. Vendors are advised to consult as necessary with legal counsel regarding disclosure issues and take appropriate precautions to safeguard trade secrets and confidential data. The District assumes no obligation or responsibility for asserting legal arguments concerning exemption from disclosure on behalf of any Vendor.

If any Vendor believes that portions of a Proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Vendor must so specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the Proposal which the Vendor believes to be protected from disclosure. All Proposals and parts of Proposals that are not marked as confidential may be automatically considered public information after a contract is awarded. The Vendor is hereby notified that the District may consider all or parts of the Proposal public information under applicable law even though marked confidential.

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products
REQUEST FOR BID**

L. NO REPRESENTATIONS

The District makes no representations or guarantees of any kind, express or implied, with regard to the matters contained in this RFP, including any exhibits, attachments, letters of transmittal, or any other related documents. Each Vendor must rely solely on its own independent assessment as the basis for the submission of any Proposal.

M. BID PROTESTS

Any Vendor protesting the award of a contract to another Vendor must do so, in writing to the District, within five (5) days after it receives a Notice of Award from the District. The District shall provide a timely response to the Vendor's Protest. The Vendor may appeal the District's decision to the Board of Education for the District. If the Protest to the Award shall result in another Vendor not receiving a contract with the District, that other Vendor may participate in the RFP Process. Protests involving non-material irregularities in the processing or evaluation of RFPs shall be rejected.

N. MISCELLANEOUS

- i. By issuing this RFP, the District assumes no obligation, explicit or implied, to make an award to any Vendor.
- ii. For any products or services not included in the initial contract award, Vendor agrees to hold prices as proposed for one (1) year following the initial award unless mutually agreed otherwise in the negotiated final contract.
- iii. Any published price change after the RFP submission date will not be considered in the evaluation of proposals. However, once a Vendor has been selected as the finalist Vendor, District reserves the right to apply the lower of the published prices with the proposed discounts applied or the proposal prices, whichever are lower.
- iv. In the event of any conflict or ambiguity between the terms of this RFP and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products
REQUEST FOR BID**

- shall conform to all applicable requirements of local, state and federal law.
- v. The successful Response to this RFP and any NHUSD generated Amendments to this RFP shall all become an integral part of any Vendor / NHUSD contract resulting from this RFP.
 - vi. New Haven Unified School District is not liable for any cost associated with the preparation or presentation of any proposals.
 - vii. Proposals submitted to the District will not be returned to the bidder.
 - viii. New Haven Unified School District has right to cancel this RFP at any time and to reissue it for any reason whatsoever.
 - ix. New Haven Unified School District reserves the right to negotiate any alterations to bid specifications due to oversight or error.

V. OTHER TERMS AND CONDITIONS

A. CONTRACT TERMS & CONDITIONS

i. Services Contractor Agrees To Perform

The Contractor shall provide the District with **Purchase of Food Products** as per **RFP #792** (Bid/RFP#), received and opened on **June 8, 2018** . All Other Terms & Conditions of the RFP become part of this Contract.

ii. Term Of Agreement

The term of the contract shall be twelve (12) months from the award date. Quoted prices must stay in effect for one (1) year beginning on July 1, 2018 through June 30, 2019. Pursuant to California Education Code, Sections 17596 and 81644, this bid may be extended (by mutual consent expressed in writing) for up to two (2) additional one (1) year increments (total potential bid life of three (3) years from Board of Trustee award).

Subject to the provisions of pricing-terms of contract, and pursuant to California Education Code – Section 17596, this proposal may be extended (by mutual annual consent expressed in writing) for two (2) additional school fiscal years. The extension may be granted on a year by year basis provided that the District has deemed the products and services of the vendor satisfactory. Agreement prices that are subject to increase for each period shall be based upon percentage increase in the

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products
REQUEST FOR BID

annual Consumer Price Index (C.P.I.) for all urban consumers for the San Francisco area, not to exceed five percent (5%). The adjustments to the agreement rate (prices) schedule, if any, shall be evaluated by using the percentage of change between the previous year and the current year's Consumer Price Index published by the U.S. Department of Labor's Bureau of Labor Statistics. The specific index to be reviewed is the C.P.I. for San Francisco Area - All Items Less Shelter, comparing the current year February to the prior year February rates, typically released in the month of March. The price change should be presented in writing not less than 90 days prior to the contract renewal date.

B. AWARD OF CONTRACT

- i. The District reserves the right to reject any or all Bids, or to waive any irregularities or informalities in any Bids. Further, the District reserves the right to be the sole judge of the merit and qualifications of products and/or services offered. The District may award the bid in the most beneficial manner to the District: either in aggregate of all items or individual line items.
- ii. After the Bids have been opened and evaluated, they will be submitted to the Governing Board of the District for approval. Should an award be made, the successful contractor will be notified in writing and a purchase order will be issued for the procurement of items.

C. SUGGESTED ENHANCEMENTS; REFERENCES

The Vendor may, but shall not be required to, propose additional suggested enhancements beyond the scope of this RFP as part of its Proposal. However, Proposals should clearly indicate any elements of the Proposal that are suggested enhancements, and the Proposal Costs must clearly indicate the base cost to provide the equipment, software and training services sought by this RFP. Selection of any Proposal by the District shall not obligate the District to purchase any suggested enhancements included in that Proposal.

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products
REQUEST FOR BID**

D. QUESTIONS

All questions regarding this RFP shall be submitted by email no later than **5:00 p.m. on Monday, June 4, 2018** to the District employee designated below. No telephone questions shall be entertained.

Vachan Boja
Food & Nutrition Services
New Haven Unified School District
vboja@nhusd.k12.ca.us

E. AMENDMENTS

The District may, at its sole discretion, issue amendments to this RFP at any time prior to the deadline stated below. The District shall attempt to issue all amendments, if any, prior to **June 8, 2018**, but may issue amendments after that date if necessary. In order to receive such amendments, each Vendor intending to make an offer in response to this RFP is requested to designate to the person named in Section VI, above, an email address to which such amendments should be sent.

The District is not responsible for ensuring that amendments are received by any person or entity not providing a valid email address for receipt of such amendments. Each Vendor is required to acknowledge receipt of any amendments issued to this RFP by completing Exhibit B and attaching it to the Vendor's Bid.

F. SUBMISSION OF BID

Sealed Bids shall be submitted to:

Annette Heldman
Chief Business Officer
New Haven Unified School District
34200 Alvarado-Niles Rd
Union City, California 94587

Bids must be received at or before **10:00 a.m. Pacific Standard Time on Friday, June 8, 2018** ("Deadline"). Bids must be received in sealed envelopes or containers clearly showing the Vendor's company name and address. Faxed Bids will not be accepted. Only Bids received by the Deadline will be considered.

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products
REQUEST FOR BID**

Each submission shall consist of one signed original Bid and three copies of the Bid. Each Bid received in response to this RFP shall remain the property of the District. Any Vendor may modify or withdraw a Bid in writing at any time prior to the Deadline.

G. WITHDRAWAL OF BID

Any Bidder may withdraw his or her Bid, either personally or by written request, at any time prior to the scheduled time for receipt of Bids. A successful Bidder shall not be relieved of the Bid submitted without New Haven Unified consent or Bidder's recourse pursuant to Public Contract Code Section 5100 et seq.

H. BIDDER'S SIGNATURE AND AUTHORITY

Each Bid must provide the full business address of the Bidder and be signed by Bidder with Bidder's usual signature. All required signatures must be in longhand. The name of the person signing shall also be typed or printed below the signature.

All Bids must include a signed Suspension And Debarment Certification, U.S. Department of Agriculture.

END OF DOCUMENT

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products
REQUEST FOR BID

QUESTIONNAIRE

COMPANY NAME	
--------------	--

No proposals shall receive consideration by New Haven Unified School District unless they include responses to each and every question below. Prospective bidders should respond in detail to each of the following questions. Additional pages may be used as needed for thorough, yet concise, responses.

1. Is your storage facility approved by the California Department of Education Food Distribution Division to receive, store, handle, and distribute Processed USDA Foods?

Check: Yes _____ or No _____

2. Will you be able to meet the specified delivery days, hours, and deliveries per week?

Check: Yes _____ or No _____

If NO, attach proposed delivery schedule.

3. What is your procedure for notifying customers of shortages and /or substitutions?

4. What is your procedure for notifying customers of a product recall?

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products
REQUEST FOR BID**

5. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last 2 years? If so, please explain.

6. Has your firm defaulted or been replaced at the will of a district during the school year within the last 2 years? If so, explain.

7. What is your company's average "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution?

8. What is the lead time you require for orders that ensures a 95% fill rate?

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products
REQUEST FOR BID**

9. How will emergency deliveries (deliveries not on a scheduled date) be handled?

10. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on?

11. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports?

12. Describe your USDA Foods tracking and reporting abilities in detail.

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products
REQUEST FOR BID**

13. What Value Pass Through methods do you utilize for processed USDA Foods?

- Rebate
- Fee for Service
- Modified Fee for Service
- Net Off Invoice
- Other-please list: _____

14. Describe your policy regarding your delivery driver/staff assisting district staff in moving received products to storage areas.

15. Briefly describe your food safety - HACCP plan and provisions for plant/delivery security.

16. Do you offer a percentage discount for early payment? If yes, please state terms for discount.

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products
REQUEST FOR BID**

17. How many years has your company been in the K-12 food service business?
How would you describe your company's financial stability?

18. Will combination refrigerated/freezer trucks be used to deliver frozen and refrigerated items at the same time?

Check: Yes _____ or No _____

19. Attachment A: Proposal Worksheet. On the Excel spreadsheet provided, indicate the delivered unit cost for all items listed.

Return completed Excel spreadsheet in Excel format on data storage device, as well as a printout with bid submission.

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor.	
Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Date	

**NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products**

REQUEST FOR BID

REFERENCES

Please submit three (3) current school district references requiring multiple deliveries per week.

Reference #1

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #2

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #3

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

NEW HAVEN UNIFIED SCHOOL DISTRICT
REQUEST FOR BIDS #792
Purchase of Food Products

REQUEST FOR BID

VENDOR REPRESENTATION AND CERTIFICATION

The undersigned hereby affirms that:

1. He/she is a duly authorized agent of the Vendor with the authority to submit a BID on behalf of the Vendor (corporate or other authorization confirmation may be requested prior to final contract execution).
2. He/she has read the complete RFP and all amendments issued pursuant thereto.
3. The offer complies with State conflict of interest laws. The Vendor certifies that no employee of its firm has discussed, or compared the BID with any other Vendor or District employee, and has not colluded with any other Vendor or District employee.
4. If the Vendor's BID is accepted by the District on or before November 18, 2014, the Vendor will enter into a contract with the District to provide the System described by the BID on terms mutually acceptable to the District and the Vendor.

I hereby certify that I am submitting the attached BID on behalf of _____
_____ [Specify Entity Submitting BID]. I understand that by virtue of executing
and returning with the BID this required response form, I further certify that the Vendor
understands and does not dispute any of the contents of this Request for Bids (except as may
be noted in the BID).

Submitted: _____
Date

Company Name: _____

Address: _____

Telephone: FAX: E-Mail: _____

By: _____ Date: _____
Manual Signature of Agent(s)

Name and Title of Authorized Agent: _____

NOTE: If joint venture, each separate party must provide a completed certification form

SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NEW HAVEN UNIFIED SCHOOL DISTRICT

Name of School Food Authority

RFP #792

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name	Title	Signature	Date
--------------	-------	-----------	------

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

INSTRUCTIONS FOR CERTIFICATION

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