



**REQUEST FOR PROPOSAL  
RFP GP112122**

**Dairy Products for Child Nutrition Services**

**EAST SIDE UNION HIGH SCHOOL DISTRICT  
830 North Capitol Avenue  
San Jose, CA 95133-1316**

**RFP DUE DATE: 5:00 PM, May 19, 2022**

## **Notice to Vendors**

The Board of Trustees of the East Side Union High School District (ESUHSD) is requesting proposals for the award of purchase order contract for the purchase of **Dairy Products for Child Nutrition Services** in accordance with the minimum specifications included herein. Prices are to be quoted F.O.B. Destination: Multiple Destinations.

PlanetBids is a web enabled procurement and electronic bidding system. In order to begin bidding for this RFP the Vendor must first register, for free, online:  
<http://www.planetbids.com/portal/portal.cfm?CompanyID=24763>

As a registered and approved vendor within our vendor database, you will be automatically notified of bid alerts, bid changes or updates and addenda. All bid related information is located within the different tabs of the bid detail. Only applicable tabs will be available within the bid.

To download a copy of the line item, register and login to PlanetBids, double click on the Project Title you wish to bid on. Once the bid is open select the Line Items tab. In the top right corner click on Export. Save file under desired folder and name.

Copies of the RFP, including forms that need to be completed and submitted, can be downloaded from the PlanetBids website.

All proposals are to be submitted electronically via PlanetBids on or before **5:00 PM, May 19, 2022**. All necessary documentation for this RFP can be downloaded via the PlanetBids website.

Contact Person: Phuong Nguyen/Senior Contract Specialist  
Phone: 408-347-5073

### **Paper RFPs will not be accepted. We are only accepting electronic RFPs via PlanetBids.**

No vendor may withdraw any proposal for a period of ninety (90) calendar days after the date set for the proposal submittal deadline. A successful respondent vendor shall not be relieved of the proposal submitted without the District's consent, which relief the District may grant or deny in its discretion.

ESUHSD will review the responses, contact references, and complete a weighted scoring matrix for each respondent vendor.

ESUHSD reserves the right to accept or reject any item or group(s) of items of a proposal. ESUHSD also reserves the right to waive any minor informality or irregularity in any proposals. Additionally, ESUHSD may, for any reason, decide not to award an agreement as a result of this RFP, or to reissue the RFP.

There will not be a formal public opening for this RFP. After the recommendation for the purchase order contracts award is submitted to the Board of Trustees for approval, all proposals will be available for public review.

For assistance with eBidding, please refer to the eBidding User Guide. To locate the eBidding Users Guide, click on "Place eBid". After you have accepted the terms and conditions, click the "?" (Red question mark) located at the upper right of the page to access the PlanetBids Support Page. Here you can view Frequently Asked Questions, download the eBidding Users Guide or open a support ticket for further assistance.

The User Guide can be downloaded from the vendor portal or by following this link:

<https://www.planetbids.com/UsersGuides/PlanetBids%20BidsOnline%20Users%20Guide.pdf>

If you are having technical issues downloading or submitting your bid documents please contact Planet Bids Directly at (818) 992-1771.

## **Proposed Timeline**

The following is the anticipated timeline of events for this RFP. ESUHSD may change the estimated dates and processes as deemed necessary.

April 27,2022	Publish Request for Proposals
May 9, 2022	Last day for submissions of questions and/or clarifications by 1:00 PM
May 19, 2022	Proposals Due electronically only on PlanetBids by 5:00 PM
June 23, 2022	Award presented to the Board of Trustees
July 1, 2022	Contract start date – PO issuance

## **Addenda**

The ESUHSD may modify this RFP, any of its key action dates, or any of its attachment, prior to the proposal submittal date. Addenda will be numbered consecutively as a suffix to the RFP reference number. Addenda shall be available for public view on PlanetBids. It is the Respondent Vendor's responsibility to ensure they have incorporated all addenda. Failure to acknowledge incorporated addenda will not relieve the Respondent Vendor of the responsibility to meet all terms and conditions of this RFP and any subsequent addenda.

## **Inquiries and/or Clarifications**

Any requests for clarification of the RFP shall be made via PlanetBids only, under the "Q&A" tab, no later than **1:00 PM May 9, 2022.**

All responses to questions/clarifications will be posted to the PlanetBids website. If any addenda are issued, they too shall be posted to the PlanetBids website. It is the Respondent Vendor's responsibility to review PlanetBids for any responses and/or addenda.

ESUHSD is responsible only for what is expressly stated within this RFP and any authorized written addenda thereto. ESUHSD is not responsible for and will not be bound by any person not authorized to act on its behalf.

*As of the issuance date of this RFP and continuing until the final date for submission of proposals, **contact with ESUHSD employees is strictly limited.** All personnel representing ESUHSD are specifically directed not to hold meetings, conferences or technical discussions with any vendor for purposes of responding to this RFP. Any vendor found to be acting in any way contrary to this directive will be **disqualified from entering into any contract that may result from this RFP.***

## **Submission of RFP Proposals**

Please review this RFP carefully before responding to ensure that all procedural, system and contractual requirements are fully understood. Failure to adhere to all requirements will disqualify the proposal.

## **Evaluation Criteria**

The following is the criteria by which ESUHSD will evaluate proposals submitted in response to this RFP.

<b>RFP Evaluation Criteria</b>	
Price	50%
Product Specifications	20%
Adherence to RFP Requirements	15%
Vendor Qualifications/Past Performance	15%
Total	100%

## **District Overview**

ESUHSD encompasses a 180 square mile area of San Jose, bordering on “Silicon Valley” in Santa Clara County. It is one of California’s largest high school districts (grades 9-12) with an enrollment of approximately 22,576 students. ESUHSD operates twelve comprehensive high schools, one continuation high school, three alternative schools and eight charter schools. The charter schools serve an additional 3,961 students. ESUHSD also administers an Adult Education Program that serves over 8,100 adults.

As one of the largest school districts in the area, our participation rates for food for CNS are outstanding. Each day the district will serve over 5,000 breakfasts 8,000 lunches and 1,500 suppers. ESUHSD operates 11 fully functioning production sites where food will be dropped daily (list of locations is under product specifications). Within these 13 sites, 40 programs participate in food programs, everything from our traditional schools, to charter schools and county programs.

COVID-19 has altered the way meals are prepared, served and distributed to families in the East Side Union High School District community. Estimated quantities and dates of service are subject to change based on county, state and/or federal guidelines.

## **Purpose of the Proposal**

The purpose of this request for proposal (RFP) is to solicit proposals from qualified vendors to provide ESUHSD with pricing for various perishable foodstuffs and food commodities for the self-operated Child Nutrition Service program at East Side Union High School District.

## **Product Specifications**

Materials furnished must conform to the specifications and will be subject to the inspection and approval of the ESUHSD’s General Purchasing Department. Qualifications or changes in

specifications prior to RFP opening must be in writing. Only written qualifications or changes will be valid and must accompany the vendor's documents. All specifications are minimal requirements that must be met or exceeded. Alternate proposals submitted on forms other than those supplied by the ESUHSD will negate all proposals submitted under that item.

All refrigerated foods must be stored between 32-40°, and be delivered in a refrigerated vehicle and received at or below 40° F. Frozen foods must be delivered in a vehicle that has a freezer and received in a frozen state. All goods must be delivered in good condition.

All drop shipments must reference ESUHSD purchase order and must be made at the scheduled time. Shipments will be delivered 4 days a week to the East Side Union High School Site Kitchens as listed below:

Andrew P. Hill High School	3200 Senter Road San Jose, CA 95111
Calero High School	420 Calero Avenue San Jose, Ca 95123
Evergreen Valley High School	3300 Quimby Road San Jose, CA 95148
Independence High School	617 N Jackson Ave San Jose, CA 95133
James Lick High School	57 North White Road San Jose, CA 95127
Mt. Pleasant High School	1750 South White Road San Jose, CA 95127
Oak Grove High School	285 Blossom Hill Road San Jose, CA 95123
Piedmont Hills High School	1377 Piedmont Road San Jose, CA 95132
Santa Teresa High School	6150 Snell Road San Jose, CA 95123
Silver Creek High School	3434 Silver Creek Road San Jose, CA 95121
W.C. Overfelt High School	1835 Cunningham Avenue San Jose, CA 95122
Yerba Buena High School	1855 Lucretia Avenue San Jose, CA 95122
Education Center (District Office - Warehouse)	830 North Capitol Avenue San Jose, CA 95133

Orders will be placed by school site managers or CNS staff on a weekly basis.

Delivery of products will be made, upon request from a qualified representative between the following hours: 4 days per week Monday thru Friday between 5:30am and 10:00am for all bid items.

ESUHSD and its sites follow USDA Component-Based Menu Plan. All food good deliveries to our facilities shall require nutrient information and/or CN labels.

All Respondent Vendors must provide the district with Hazardous Analysis and Critical Control Point (HACCP) information as required by state and federal guidelines upon request.

## **A. Individual Specifications**

ESUHSD does not guarantee orders of all or any amount of the estimated quantities specified in this RFP, nor shall ESUHSD be required to limit its orders. Respondent Vendors must specify minimum or maximum quantities or charges. Therefore, Respondent Vendors must state minimum shipments if minimums are required in the comments section. Products will be ordered on an “as-needed” basis. Orders requiring minimum amounts of product per shipment may affect bid awards.

Bidder shall provide “product code number” for each product bid.

Bidders will be required to provide nutritional information and CN labels or manufacturer’s documentation that verifies product’s contribution to the School Breakfast and/or Lunch pattern upon request.

Geographic preference (California) to the maximum extent feasible and appropriate for produce items.

ESUHSD must approve any produce items that are brought in from outside the United States. Produce items, such as Salad Mix, Apples and Oranges will maintain a single set price throughout the year.

## **B. Federal Regulations for Food Items:**

- a. All food items must meet current federal, state, and local requirements – including, but not limited to sodium, whole grain, Smart Snack requirements.

## **Buy American Requirements; Vendor Certification**

As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d).

This District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to Julie Kasberger, Director of General Services (kasbergerj@esuhsd.org), and a minimum of 15 days in advance of delivery. The request must include the:

- A. Alternative substitute(s) that are domestic and meet the required specifications:
  1. Price of the domestic food alternative substitute(s); and
  2. Availability of the alternative domestic substitute(s) in relation to the quantity ordered
- B. Reason for exception: limited/lack of availability or price (include price):
  1. Price of the domestic food product; and
  2. Price of the non-domestic product that meets the required specification of the domestic product

ESUHSD requires suppliers to certify the food product was processed in the United States and certify the percentage of U.S. content, by weight or volume, in the food component or processed food products supplied to us. Each proposal submitted constitutes the respondent vendor's certification that all item(s) it supplies to ESUHSD in connection with this RFP will be produced and processed in the U.S. and contain over 51% of its agricultural food components, by weight or volume, from the U.S.

To ensure on-going compliance with the Buy American requirements, each contract with any vendor awarded a contract in connection with this RFP shall include the Buy American certification signed by the vendor.

### **Consolidated Appropriations Act of 2021 - PRU-12 China Prohibition Certification**

To ensure compliance with the Consolidated Appropriations Act of 2021 that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. It is the East Side Union High School District's responsibility to ensure the country of origin for all nondomestic raw or processed poultry products, whether purchased directly by the Program Operator or on their behalf. The prohibition set forth in the Consolidated Appropriations Act of 2021 (Public Law 116–260) Division A, Section 764, does not allow for any exceptions.

As such, East Side Union High School District requires certification of acknowledgment from their supplier, e.g., manufacturer, processor, or distributor, that acknowledges their agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116–260).

### **Contract Specifications:**

ESUHSD reserves the right to add or delete related items from the contract at any time during the period of the contract. ESUHSD reserves the right to cancel immediately any awarded contract for any reason determined by ESUHSD to be detrimental to the health and welfare of the students and school personnel or that seriously affects the quality of the service. ESUHSD will hold the Respondent Vendor in default if they have caused such condition to arise.

ESUHSD authorized agent must sign all invoices.

All statements for purchase made by ESUHSD/Child Nutrition Services will be sent to:

East Side Union High School District  
830 North Capitol Avenue  
San Jose, CA 95133

Upon request, Vendor must be able to furnish monthly, quarterly or yearly usage reports, as well as any other report required by ESUHSD.

The awarded Respondent Vendor must be able to contact the Child Nutritional Services Department if for any reason the order or delivery date or time may not be met.

Awarded vendors must not send special orders early (all products) without prior consent.

Returns are to be picked up within 7 working days of notification. Produce will be replaced within 24 hours.

No "Dark Drops" will be accepted. A "dark drop" is any item left before or after identified delivery times.

The vendor must state minimum shipments if minimums are required on the Identification of Surcharges Page. Products will be ordered on an "as-needed" basis. Orders requiring minimum amounts of product per shipment may affect RFP awards.

Failure to comply with any of the above requirements will be sufficient cause for the cancellation of the contract.

### **Term of Pricing**

The term of the Fixed Pricing Period shall commence upon ESUHSD execution of the contract, tentatively scheduled for **July 1, 2022**. The period of time that prices quoted herein shall remain in effect for a minimum period of 13 months after bid award. The vendor must provide in writing any price changes 90 days prior to the annual renewal date. Time extensions may be granted upon mutual consent of all parties involved within the conditions of this bid, but not to exceed four years.

In the event that parties involved consent in contracting time extensions, the following conditions for price adjustments shall apply. Prices bid herein may increase with the mutual consent of parties involved. The effective date of such increase shall be specified in writing by the District. All proposed price increases shall require the submission by the vendor of the manufacturer's national or regional published price list or printed notices of price changes. All purchase orders placed under this agreement shall be delivered and invoiced at the agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

### **Pricing Specifications**

F.O.B. delivery pricing:

Respondent Vendors must quote prices F.O.B. Destination, to the delivery location designated by ESUHSD and/or Purchasing Department for all transactions against this agreement. All transportation charges shall be prepaid to the address indicated on the purchase order unless a different address is specified in writing by ESUHSD Purchasing Department. ESUHSD will not pay shipping and handling charges, nor shall ESUHSD pay for any fuel surcharges that are not indicated herein. If the material is not received within the time specified for delivery, it will be received at the discretion of ESUHSD. Should it be necessary to refuse delivery of any material contained in the bid document, the Respondent Vendor shall be responsible for the cost of retrieving the material in question.

Price increases:

The period of time that prices quoted herein shall remain in effect for a minimum period of 13 months after bid award. The vendor must provide in writing any price changes 90 days prior to the annual renewal date. Time extensions may be granted upon mutual consent of all parties involved within the conditions of this bid, but not to exceed a period of three years.



In the event that parties involved consent in contracting time extensions, the following conditions for price adjustments shall apply. Prices bid herein may increase with the mutual consent of parties involved. The effective date of such increase shall be specified in writing by the District. All proposed price increases shall require the submission by the vendor of the manufacturer's national or regional published price list or printed notices of price changes. All purchase orders placed under this agreement shall be delivered and invoiced at the agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

### **Respondent Vendors Cost**

Any costs incurred by the Respondent Vendor for the development of their proposals are the sole responsibility of the Respondent Vendor and shall not be chargeable to the ESUHSD.

### **Errors and Omissions**

If a Respondent Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP or any of its attachments, they shall immediately notify ESUHSD of such error in writing and request modification or clarification of the document. Modifications will be made via addenda. Clarifications will be posted to the PlanetBids website, without divulging the source of the request.

If a Respondent Vendor fails to notify ESUHSD, prior to the date fixed for submission of proposals, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall submit proposals at their own risk, and if they are awarded the contract, they shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **Exceptions**

If a Respondent Vendor takes exception to any part of this RFP, including but not limited to specification of the Insurance, Administrative and Legal Requirements as written herein or as amended by any addenda subsequently issued, must be done in writing. Said exceptions must be submitted with the proposal, failure to do so will be construed as acceptance of all items.

### **Organization of Proposals**

Proposal responses are to be organized simply and economically. Each Proposal shall be submitted in the following order with the following documents **ALL ITEMS BELOW ARE REQUIRED IN ORDER FOR THE PROPOSAL TO BE ACCEPTED AS A RESPONSIVE PROPOSAL:**

1. Cover letter – Each proposal will have a cover letter on company letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Respondent Vendor's ability to provide the products AND services specified in this RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with ESUHSD.
2. Exhibit 1 – General vendor information/signature page
3. Exhibit 2 – List of references: Three (3) K-12 educational client references that have received similar services from the vendor within the last three (3) years.
4. Exhibit 3 – Statement of surcharges: ex. Delivery to sites, (extended) warranties
5. Exhibit 4 – Buy American Certification for Child Nutrition Services

6. Exhibit 5 – Proposal Form
7. Exhibit 6 – Fingerprinting Requirements
8. Exhibit 7 – Certificate of Nondiscrimination
9. Exhibit 8 – Conflict of Interest
10. Exhibit 9 – Noncollusion Declaration
11. Exhibit 10 – PRU-21 China Prohibition Certification
12. W-9
13. Certificate of Liability Insurance (Endorsed to East Side Union High School District upon award.)

### **Proposals Become the Property of ESUHSD**

Proposals become the property of ESUHSD and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award. ESUHSD reserves the right to make use of any information or ideas contained in the proposal.

### **Confidential Material**

Respondent Vendor must notify ESUHSD in advance of any proprietary or confidential material contained in the bid and provide justification for not making such material public. ESUHSD shall have sole discretion to disclose or not disclose such material subject to any protective order which Respondent Vendor may obtain.

### **Rejection of Proposals, Waiver of Informalities**

With respect to this RFP, ESUHSD reserves certain rights at any time as follows:

1. Reject any proposal without indicating any reason for such rejection;
2. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposals, or in the process, or as part of any subsequent contract negotiation;
3. Request that vendors supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
4. Terminate this RFP and issue a new RFP;
5. Modify the selection process, the specifications or requirements for materials or services, or the content or format of the bids;
6. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
7. Negotiate with any or none of the vendors;
8. Modify the final contract from terms described in this RFP;
9. Terminate failed negotiations with a vendor without liability, and negotiate with other vendors;
10. Disqualify any vendor on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to ESUHSD;
11. Request that services be provided by certain staff of a vendor, or request that certain staff of a vendor is excluded from providing services as determined by ESUHSD to be in its best interest;
12. Reject a vendor's proposal where the vendor is in breach of, or in default under, any other agreement with the ESUHSD;
13. The award may be made either by line item, section or in its entirety, at the sole discretion of ESUHSD.

## **Cancellation**

This solicitation does not obligate the ESUHSD to enter into an agreement. ESUHSD retains the right to cancel this RFP at any time, should the project be canceled, ESUHSD loses the required funding, or it is deemed in the best interest of ESUHSD. No obligation, either expressed or implied, exists on the part of ESUHSD to make an award or to pay any cost incurred in the preparation or submission of a proposal.