



**REQUEST FOR PROPOSAL
RFP GP012223**

Vending Products for Child Nutrition Services

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

RFP DUE DATE: November 4, 2022, 5:00 PM

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 **Vending Products for Child Nutrition Services** in accordance with the minimum specifications included herein. Prices are to be quoted F.O.B.

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 **November 4, 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.

October 12, 2022	Publish Request for Proposals
October 26, 2022	Last day for submissions of questions and/or clarifications by 1:00 PM
November 4, 2022	Proposals Due electronically only on PlanetBids by 5:00 PM
December 8, 2022	Award presented to the Board of Trustees
January 9, 2023	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 **October 26, 2022 1:00 PM.**

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.

Proposals must be submitted no later than November 4, 2022 5:00 PM.

Evaluation Criteria

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

RFP Evaluation Criteria	
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 is comprised of 13 sites, 40 programs participate in food programs, everything from our traditional schools, to charter schools and county programs.

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 vending food 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 District Education Center as listed below:

Education Center (District Office - Warehouse)	830 North Capitol Avenue San Jose, CA 95133
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Orders will be placed by CNS staff as needed.

Delivery of products will be made, upon request from a qualified representative between the following hours: 4 days per week Monday thru Friday between 8:00am and 2:00pm 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.

B. Federal Regulations for Food Items:

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@esuhd.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.

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.

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 **January 9, 2023**. 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

A. 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.

B. 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 (3) 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.

Price Adjustments

Prices for the services shall remain unchanged for twelve (12) months following the effective date of the contract. The Vendor shall have the right to request a price adjustment only thirty (30) days prior to the end of the contract term. During this thirty (30) days period, the Vendor may submit a request in writing to ESUHSD for a price adjustment that is consistent with and relative to price changes originating with and compelled by market trends and which changes are outside of the Vendor's control. The Vendor must fully document its request, attaching to the request, without limitation, such market data, to support the requested adjustment. ESUHSD may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the end of the next contract term.

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 (Required ESUHSD form on PlanetBids)
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. (Required ESUHSD form on PlanetBids)
4. Exhibit 3 - Statement of surcharges- ex. Delivery to sites, (extended) warranties. (Required ESUHSD form on PlanetBids)
5. Exhibit 4 - Buy American Certification for Child Nutrition Services (Required ESUHSD form on PlanetBids)
6. Exhibit 5 - Proposal Forms (item pricing) Provide additional manufacturer brands and flavors with corresponding prices when asked for assorted flavors. (Required ESUHSD form on PlanetBids)
7. Exhibit 6 - Fingerprinting requirements (Required ESUHSD form on PlanetBids)
8. Exhibit 7 - Certificate of Non-Discrimination (Required ESUHSD form on PlanetBids)
9. Exhibit 8 - Conflict of Interest (Required ESUHSD form on PlanetBids)
10. Exhibit 9 - Non-collusion Declaration (Required ESUHSD form on PlanetBids)
11. W-9
12. 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.

Award of Contract

The award, if any, will be to the Respondent Vendor(s) whose proposal best complies with all of the requirements of the RFP documents and any addenda. Purchase orders shall be awarded to the Respondent Vendor(s) whose offer is determined to be the most advantageous to ESUHSD from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the Purchasing Manager to be in the best interests of ESUHSD and, as such, will not be determined by price alone and may not be the lowest bid especially where services are of utmost importance. The complete contract shall include the purchase order(s) and all amendment thereto, and the terms of this RFP and all attachments and amendments hereto.

General Description of the Proposed Contract

After the evaluation process is completed, the recommendation for award to one or more vendors will go forward to the Superintendent on behalf of the Board of Trustees for approval and then to the full Board of Trustees for Approval on **December 8, 2022**.

The term of the purchase order contracts will be from January 9, 2023 to June 30, 2023, with the ability to extend the Contract for two (2) additional one (1) year terms.

The Contract will require the proposer to adhere to the terms of their proposal and to act in accordance with all applicable laws and regulations that are in effect at the time the purchase order contract is signed, and that become effective during the term of the contract.

Execution of the Contract

The contract shall be signed by the Vendor and returned, along with the required attachments to the East Side Union High School District within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate East Side Union High School District officials. Any work performed prior to receipt of a fully executed contract shall be at Vendor's own risk.

Failure to Execute a Contract

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute a failure to execute the contract. If the successful Vendor refuses or fails to execute the contract, the East Side Union High School District may award the contract to the next qualified highest ranked Vendor.

Force Majeure

The Vendor acknowledges ESUHSD is not liable for interruption of services due to any of the following causes, to the extent beyond its reasonable control: acts of God, accidents, riots, war, terrorist acts, epidemic, pandemic, quarantine, civil commotion, government order or law, and natural catastrophes.

Termination of Contract

The ESUHSD reserves the right to terminate any contract awarded hereunder for default at ESUHSD's convenience. If the contract is terminated for convenience, the vendor shall only be paid for services and products rendered at the date of notice of termination. Because ESUHSD terminates the contract, this does not preclude the vendor from meeting obligations to other school districts that have entered into a contract with the vendor utilizing the piggyback clause, if applicable.

Payment Invoicing

The ESUHSD will only pay by original invoice that has been signed by an ESUHSD employee. Invoice will not be paid if there is no signature as stated above. Invoices must be made out to ESUHSD and sent to the accounts payable at cardonak@esuhsd.org. Invoices must show purchase order number, description of items purchased, unit prices, and all applicable taxes, and must include the Buy American certification stated earlier in the RFP. Invoices not including the proper purchase order number may experience delayed payment. Payment will be made on completion of the order. ESUHSD payment terms are Net 30.

All invoices must indicate the total quantity purchased, unit price awarded under the contract, any variance to that unit price (if any), and the extended cost of the items purchased. Invoices that do not

reflect these items will be returned to the vendor for corrections and will not be paid until the invoice reflects all components listed above.

Administrative and Legal Requirements

Vendors must meet Administrative and Legal Requirements included in this RFP and as outlined in **Attachment A**.

Indemnification and Insurance Requirements

Indemnification. The Vendor will agree to indemnify, defend, and save harmless the ESUHSD, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from and against any and all injuries, claims and losses resulting to any person, firm, or corporation who may be injured or damaged by acts or negligence of vendor in the performance of this agreement.

Insurance. The Vendor will maintain general liability insurance, automobile coverage, and workers compensation coverage in such an amount as specified in **Attachment B**. ESUHSD shall be named as additional insured on a separate endorsement with respect to the general liability coverage. The Provider agrees to provide copies of the required policies of insurance to ESUHSD. A certificate of insurance or letter is required from vendor's insurance broker indicating compliance or ability to comply with the insurance requirements as stated below shall be provided with vendors' Proposals. Actual certificates and additional insured endorsements naming ESUHSD as additional insured will be required to be delivered prior to execution of the final contract.