

Consolidated Commercial and Commodity RFP Excerpts

CUPERTINO UNION SCHOOL DISTRICT PURCHASING/WAREHOUSE DEPARTMENT - RFP NO. 25-B01-13

Distribution of Processed USDA Foods and Commercial Food Products for Nutrition Services

[Cupertino RFP No. 25-B01-13](#)

NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that the Cupertino Union School District will receive sealed Request for Proposals (RFPs) for the procurement of the following:

Distribution of Processed USDA Foods and Commercial Food Products

RFPs must be received prior to 2:00 p.m. PST on May 31, 2024. RFPs must be submitted in a sealed envelope, with original signatures, marked with the RFP number and title, and returned to:

Attn: Dana Ino Purchasing & Warehouse Department Cupertino Union School District 10301 Vista Drive Cupertino, CA 95014 ino_dana@cusdk8.org

Proposers are responsible for making certain that quotations are received by the proper date and time. RFPs received after the scheduled Submittal Deadline will be returned unopened. Facsimile (FAX) copies of the proposal will not be accepted. It is the responsibility of the Proposer to see that any proposals submitted shall have sufficient time to be received by the Director of Business Services before the RFP Submittal Deadline. Late RFPs will be returned to the Proposer unopened.

The District reserves the right to accept or reject any or all proposals or any combination thereof, and to waive any informality in the RFP process.

Companies interested in proposing may access RFP information online at the District's purchasing website: <https://www.cusdk8.org/departments/purchasing/bid-opportunities> or by emailing Dana Ino at ino_dana@cusdk8.org. Dana Ino Director, Business Services

OVERVIEW OF REQUIREMENTS

The Cupertino Union School District (hereinafter "the District") seeks to retain a qualified Vendor to provide distribution services for processed USDA foods and products and commercial food products (grocery and frozen), as specified herein, for the Cupertino Union School District Nutrition Services department.

Cupertino Union School District is a Member District of the Super Co-Op, a California USDA Foods Cooperative. Pricing for processed USDA foods and their commercial equivalents has been solicited by the cooperative Lead Agency and should be utilized in preparation of this Proposal.

Below are the details of the expectations from the successful Proposer upon receiving the award for this RFP. The successful proposer must understand and agree to the following levels of service if they are to enter into an agreement with Cupertino Union School District.

The initial term of this RFP shall be for a period of one (1) year beginning July 1, 2024, through June 30, 2025, with two (2) one-year options to renew the contract.

INSTRUCTIONS TO PROPOSERS

- Processed USDA Foods End Products: Vendors shall utilize manufacturer pricing for USDA foods end products set for all members of the Super Co-Op.

Quote a per case delivered cost for all items listed on the Itemized Bid Sheet. Provide prices for the items only as specified on the Itemized Bid Sheet.

- (b)

Commercial Food Products – Frozen, refrigerated and dry goods should be quoted as specified on the Itemized Bid Sheet. Quote a per case delivered cost for all items listed. Equal products may be offered that meet the same specifications as those listed. Equivalent products offered will be evaluated and approved based on a comparison of the proposed equivalent product's nutritional information and/or child nutrition label information, ingredients list, appearance, and taste to that of the specified product. The determination of equivalency shall be based solely on the opinion of the District.

- (c)

Additional Items: Additional items may be added to this Proposal, not to exceed 10% of the value of the award. The District shall contact the successful vendor for pricing on additional items to be added to the Proposal award at any time during the bid period.

SUPER CO-OP APPROVED DISTRIBUTOR MEMORANDUM OF UNDERSTANDING-

Cupertino Union School District is a Member District of the Super Co-Op, a California USDA Foods Cooperative. Successful vendors under this Proposal must complete a Memorandum of Understanding (MOU) for Distribution Services for Delivery of USDA Foods End Products for Super Co-Op Member Districts in the state of California. The vendor agrees to fulfill all provisions of that MOU, including but not limited to prompt USDA foods end product sales reporting; maintain records of inventory, sales, and delivery; clearly state Value Pass Through on delivery invoice; and hold/recall responsibilities.

Vendor agrees to report sales of USDA foods end products on behalf of the processor on a daily basis to the manufacturer's reporting agency (i.e., ProcessorLink, K-12 Foodservice, etc.) Prompt reporting is imperative to ensure proper draw down of Member District entitlement balance. Vendor is responsible for all costs for transmitting daily sales updates. Value Pass Through method and amounts shall be clearly indicated on all invoices for USDA Foods end products.

VALUE PASS THROUGH METHODS - Pursuant to Title 7, Code of Federal Regulations (7 CFR), Section 250.36—End product sales and crediting for the value of donated foods each of these methods are approved for use by the California Department of Education Food Distribution Program (FDP); Refund or Rebate, Direct Discount, Indirect Discount (Net Off Invoice), and Fee for Service. More information can be found at <https://www.cde.ca.gov/ls/nu/fd/mbfdp032019.asp>

Value Pass Through crediting shall be conducted in accordance with 7 CFR 250.36.

BRAND NAMES – Manufacturers' names, trade names, brand names, manufacture numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

BRAND SUBSTITUTIONS – Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the Proposer to indicate the brand names and manufacture item numbers, and to provide evidence of the equality of the items to the products specified in the solicitation. The Cupertino Union School District will be the sole judge of whether such alternates are equivalent to the items specified. The Cupertino Union School District reserves the right to waive immaterial variations in the specifications.

LOCALLY GROWN AND PRODUCED PRODUCTS – The District prefers locally grown products whenever possible and has a goal of procuring, at minimum, 30% locally grown and produced. The District’s definition of local includes two tiers: 1) Grown within a 250-mile radius from Cupertino, 2) Grown within the state of California. If California or U.S. grown product is not available in sufficient quantities to provide affordability, then only products inspected and approved by USDA is acceptable and must be approved by the Director of Nutrition Services.

AUTHORIZED DISTRIBUTOR – Successful Proposer must be an Authorized Distributor for the product offered, or with Proposer’s quote, Proposer must submit documentation from an authorized distributor from whom Proposer has purchased the specified materials or equipment. Said documentation must state that the distributor will honor all manufacturers’ warranties.

AWARD – The District intends to award a one (1) year contract with the possibility of two (2) one (1) year extensions to the Proposer offering the most advantageous proposal after consideration of the Evaluation Criteria set forth below. The District will evaluate all proposals received in accordance with the Evaluation Criteria. The Cupertino Union School District shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the Cupertino Union School District after all factors have been evaluated.

The award of this bid may be made to a single or multiple responsive and responsible bidder who meets the terms and conditions of the bid.

North East Independent School District – RFP 28-23 USDA Commodity Foods Processing Pricing & Commercial Pricing

Commodity & Commercial RFP 28-23 Conditions (Page 3 of 27)

1. The contract period is July 1, 2023, through June 30, 2024. Upon satisfactory performance and mutual agreement, this contract may be extended for 1 additional year. The total possible length of this RFP is two years.
2. The District is seeking quotes for the fee for service processing of USDA commodities into products and delivery of end products to the District warehouse. Vendors may bid on one commodity product category or several.
3. USDA Commodities allocated to North East Independent School District will be directed to the awarded Vendor in accordance with the contract between your company (Vendor) and the State of Texas. The Vendor will guarantee a yield of a finished product based on pounds of donated food used to produce one case of a finished product. Each item quoted must be listed on the current year, 2023-24 Summary End Product Data Schedule.
4. The District does not accept re-worked products or products containing by-products (offal).
5. Commercial pricing for products equal to the commodity item should be quoted. Commercial pricing is required in the event USDA commodity raw product allocation is exhausted or raw USDA food item becomes unavailable.
6. Quotes with only commercial pricing will not be considered in this RFP.
7. Vendors may be asked to submit additional commodity and commercial pricing throughout the year that are of interest to the District thus Vendors are encouraged to complete and return the “Schedule A Benchmark Pricing” section.
8. Case price quotes to two decimal points (\$0.00) will be used in the evaluation. The total cost (column R) will be used by the District to evaluate the price.
9. No more than three (3) quotes per line item will be accepted from one Vendor. (Example: 1st price in 2000# bracket, 2nd price in 5000# bracket). Submit separate files for each pricing bracket. In the heading of the quote sheet list the Vendor name and pricing bracket, for example, Vendor: XYZ Manufacturer 2000#. Save the file as Vendor XYZ 2000#. Create a new file for the 2nd quote and repeat the steps.
10. Quotes should include freight and tailgate delivery to the School Nutrition Services Warehouse at 3623 Highpoint, San Antonio, Texas 78217.
11. Case packaging shall be in accordance with supplier’s commercial practice, i.e.: #10 can - 6/#10 cans/case. All materials must be delivered in the vendor’s original sealed container. Labeling shall conform to all federal regulatory requirements for goods in interstate commerce and containers shall meet DOT requirements.
12. Brand & code awarded must be brand and code delivered
13. On the excel spreadsheet for each line item, complete:
 - a. Column I = the vendor or manufacturer name,
 - b. Column J = the brand
 - c. Column K = vendor code.
 - d. Column L = the case pack & pack description i.e.: 4/5 lb. bags, 120/1 oz. each, 30 lbs.
 - e. Column M = number of cases on a pallet for shipping.
 - f. Column N = minimum delivery, number of cases, pounds, or dollars per order. g. Column O = the fee for service or net off invoice for the delivered cost per case.
 - h. Column P = the value of the donated food per case found on column I on Manufacturer’s SEPDS.
 - i. Column Q = DO NOT COMPLETE. The excel sheet will add together the fee for service and donated food value for a total cost of the product to the District.
 - j. Column R = the Commercial Pricing for the delivered cost per case.

Fallbrook CNS-RFP- 404-23-24-Food-Distributor

This RFP consists of two (2) separate categories: Scope of Services I (Frozen, Refrigerated and Processed Commodity and/or Commercial with distribution services) and Scope of Services II (Dry and/or Shelf Stable Foods/Groceries with distribution services) and may be awarded as such to two (2) separate Distributors or one (1) Distributor for both categories, whichever is in the best interest of the Districts.

The Districts will award the contract based on the following criteria:

1. Cost (35 points) Proposers should submit the required products/food list thoroughly and in a manner to ensure transparency of the elements of the fixed price cost structure so that it can be easily understood, explained, and audited. The proposer proposing lowest cost will be assigned 35 points. A rubric will be developed based on number of submissions. Example: If 4 proposals are received, the lowest total proposal will be ranked 1st and will be assigned total possible points of 35. The second lowest proposer will be assigned 26.25 points. The 3rd and 4th proposers will be assigned 17.50 points and 8.75 point, respectively.
2. Customer Service & References (25 points) Proposers should demonstrate their ability to promptly respond to request for information, to resolve complaints and issues, and to provide timely and accurate delivery. Proposer's customer service staff should be easily accessible for inquiries or issues. Customer services may be rated based on responses, references and/or interview.
3. Experience and Competence (20 points) Proposer should be able to provide state-of-the-art technology in order to provide services including data collection, customized reports, trend analysis, information sharing, real-time reporting, and complete traceability of product. Proposer should demonstrate substantial and recent experience in providing the products to California public schools. Proposer should provide an efficient supply-chain management system to ensure timely and accurate delivery and flexibility to address changes in needs of the Co-Op.
4. Sustainability (20 points) Proposer should have an integrated operation including evidences that the proposing firm will continue to operate successfully throughout the term of any contract it accepts. Proposer should have a robust level of financial capability sufficient to handle contracts as large as any contract is likely to be and on a multi-year basis.

ACCOUNTING Invoices will be furnished in triplicate and include delivery site, product name, quantity ordered, quantity delivered, unit size, unit price and commodity pass through value, if applicable. The original copy is to be kept by the Distributor. The original invoice must be signed by the individual receiving the product and is to be left for the child nutrition site designee (e.g. lead, manager). An invoice signed by the child nutrition site designee is required in order for the i

19. ADDITIONAL ACCOUNTING REQUIREMENTS

- The Distributor must have an established "net-off invoice" billing system in place to pass- thru the value of commodities (processed commodities only).
- The Distributor must have the ability to deliver ALL processed commodities with a ten (10) day lead time to coincide with the ten (10) day lead time for non-commodity products (processed commodities only).
- The Distributor must stock "fee for service" and "modified fee for service" processed commodities and be prepared to deliver those processed commodities with a ten (10) day lead time to coincide with the ten (10) day lead time for non-commodity products (processed commodities only).
- The Distributor must have an automatic rebate system in place to efficiently handle automatic rebate programs as offered by manufacturers.
- The Distributor must offer an active website to allow on-line ordering and reporting. District(s) must have access to sales reports, commodity balances, and commodity reports via on-line.